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CURRENT TOPICS.

MR. JUSTICE WRIGHT, having nearly completed the hearing of his list of Chancery actions, will not sit in court again until next Tuesday; the intervening period between Thursday last and that day being occupied by him in attendance at Queen's Bench Judges' chambers.

IN COURT of Appeal No. 1 on Thursday last a short list of four Chancery interlocutory appeals was heard by the Master of the Rolls and Lord Justice LINDLEY, and a notice has been issued that Chancery interlocutory appeals will not be taken again until Wednesday, the 22nd of March, except any such case as may be urgently required to be heard on Wednesday next.

EARLY NEXT week transfers will be made of sixty actions to Mr. Justice ROMER and thirty to Mr. Justice WRIGHT. The actions affected by each transfer will be taken from the several lists of Mr. Justice CHITTY, Mr. Justice NORTH, Mr. Justice STERLING, and Mr. Justice KEKEWICH. The lists from which these actions will be taken were exhibited in the cause clerks' room for several days up to the end of Thursday last to afford parties concerned an opportunity of lodging objections.

THE EASTER Vacation notice, which will be found in another column, contains some variations from the practice of former years. Mr. Justice BRUCE, who is not afraid of work, but objects to sitting until 8 or 9 o'clock at night, has decided to sit in chambers at 10.30 every day in the vacation on which the offices are open. Everything intended for the vacation judge is to be sent to him at the Royal Courts, and all applications in vacation are to be made there. It will be observed that no private address is given in the notice.

IN THE "preliminary notice" respecting witness actions in the Chancery Division, which we printed last week, there is nothing to indicate whether such of the judges of that division as are not engaged on the "selected list" will or will not hear any of the witness actions remaining in their own lists. Assuming, as we must, that the work which now occupies the time of five judges will be of the same bulk in the Easter Sittings, and will still occupy their time, the chief gain to be expected will be that which suitors will derive from the decrease of the expense of detaining witnesses in London. If, however, the judges not engaged on the "selected list" should be able to hear some of

the witness actions remaining in their own lists, there will, to that extent, be a further advantage gained by this new scheme.

THE LATEST grievance of the advocates of universal equality was expounded in the House of Commons last week. It is that in that assembly members who are barristers are described as "honourable and learned." Dr. FARQUHARSON wished to know whether the First Lord of the Treasury would consider the propriety of depriving members of the bar of this "exclusive privilege." Distressing as it must be to every properly-constituted "Progressive" mind to see anyone possessing anything—even an honorary distinction—which the owner of the mind aforesaid does not share, the designation referred to seems likely to continue for some little time; no hope was given by the Prime Minister of any change; but Dr. FARQUHARSON may console himself by reflecting that it has not necessarily more real significance than has the term "honourable" as applied to all members of Parliament. We hardly think, however, that the doctor has hit upon the greatest enormity which exists in the matter of designations in the House of Commons. There is one member who enjoys the "exclusive privilege" of being referred to as the "Solicitor-General." This is not merely shocking on the ground of inequality, but it is grievously unjust to members who better deserve the title. We think that the London County Council, having succeeded in securing largely-increased remuneration for the member referred to, might very reasonably ask that their representatives in the House of Commons shall share with him his title, and be collectively known henceforth as the solicitors-general of legislation.

THE CHANGE, of which notice was published in our last issue, with regard to the hearing of witness actions in the Chancery Division will, a correspondent anticipates, be followed by an alteration in the old-established custom which obtains amongst the Queen's Counsel on the chancery side of selecting the court of one particular judge in which to practise, and confining their practice to that court unless where a special fee tempts them to conduct a case elsewhere. He says: "Under the system which will come into force at the next sittings cases selected from the top of the lists of the four judges who have chambers will be formed into one continuous list, and will be disposed of by those judges sitting in rotation. The advantage of this change to the witnesses concerned in these cases is obvious; but, as it will be impossible to be certain, until very shortly before a case comes on for hearing, by which of the four judges it will be heard, it seems to follow that it will be impossible to distribute the leading briefs in cases which will be heard by a particular judge amongst the leading counsel ordinarily practising before him. The result will be a larger competition amongst the leaders in all the courts: each leader will have to hold his own, not only as against competitors in his own court (with the addition, largely increased of late years, of the common law leaders who stray into the chancery courts), but also as against all the other leaders of the chancery bar generally." We are hardly disposed to agree with our correspondent; it seems to us that the effect of the change, if it should prove to be permanent, will be to form a separate "witness action" court, to which certain leading counsel will attach themselves exclusively.

WE ARE GLAD to see that Lord MACNAGHTEN has introduced a Bill in the House of Lords providing that voluntary conveyances of land, "if in fact made *bona fide* and without any fraudulent intent," shall not be deemed fraudulent under 27 Eliz. c. 4, or by reason of any subsequent purchase for value. The Act is made retrospective, except in cases where the person making the voluntary conveyance has disposed of the land to a purchaser for value before the passing of the Act. Though this Bill, if it passes into law, will be undoubtedly a step in the right direction—the identical provision was suggested by an eminent contributor in these columns last year (36 SOLICITORS' JOURNAL, 536)—it does not deal with the provisions of the Bankruptcy Act, 1883, as to voluntary settlements. These provisions were, no doubt,

inserted with the best of intentions—namely, to prevent dishonest people from defrauding their creditors; but they are extremely mischievous. The great bulk of people who make voluntary settlements are not committing fraud: they have only the laudable wish to make some provision for their families. But if a voluntary settlement, which includes any voluntary conveyance, is made of land, the effect of the Bankruptcy Act, 1883, s. 47, is to render the land unmarketable for ten years. Surely it would be right to put a stop to this state of things. Various methods of so doing may be devised. We prefer the scheme previously advocated in this journal—namely, to allow a voluntary settlement to be registered, and to declare that after two years from registration it should be good against the trustee in bankruptcy. There is no reason for protecting a creditor who lies by and does not insist on being paid; the lists of voluntary deeds would be published, and any creditor who saw that his debtor had executed a voluntary deed would be able to enforce payment by bankruptcy proceedings at any time within the two years.

IN THE CASE of *Re Adams, Adams v. Adams* (1893, 1 Ch. 329), NORTH, J., decided that where residuary personalty is bequeathed on trust for such of the children of a deceased person as attain twenty-one, the children are entitled to maintenance so long as they are all infants; but he expressed an opinion, though he did not actually decide, that as soon as any child attained twenty-one it would be entitled to the whole of the income to the exclusion of the others. He remarked, however, that it might possibly be settled by some decision of the Court of Appeal that, even after that time, the infants had still some interest in the income: see this question discussed, *ante*, pp. 263, 281. The judgment deserves very careful perusal: it is one of the type which practitioners in the Chancery Division are proud to recognize as characteristic of all their present judges—a concise, luminous, and masterly exposition of the reasons for the view taken. It sets forth with especial clearness the reason why the children are entitled to maintenance—namely, that as the income is part of the residue, it belongs contingently to the children in the same manner as the residue itself belongs to them. The conscientious labour habitually bestowed by this learned judge on his decisions, is shown by the full account given in the judgment, and taken from the registrar's book, of *Furneaux v. Rucker*, which is incorrectly reported W. N., 1879, p. 135. It may be remembered that last year an eminent contributor drew attention in our columns (35 SOLICITORS' JOURNAL, 572) to the inaccuracy of the report of *Furneaux v. Rucker*, and to the fact that the omission from such report of a fact material to the decision detracted from its value as an authority for Mr. Justice NORTH's decision in *Re Jeffrey* (39 W. R. 231; 1891, 1 Ch. 671). The learned judge now frankly admits that he was somewhat misled by the report.

THE DECISION of KEKEWICH, J., in *Re Wythes, West v. Wythes* (reported elsewhere), appears to be the legitimate outcome of the policy of the Settled Land Acts. The division of ownership into legal and beneficial interests has frequently made it a matter of doubt whether the legal or the beneficial owner is entitled to possession. In a simple trust, where the trustee has no special powers of management, but holds solely on behalf of the *cestui que trust*, it is clear that in equity the latter is entitled to possession. But where there is a trust of a continuing nature, and powers of management are conferred upon the trustees, these circumstances have been held to show an intention on the part of the author of the trust that the actual possession of the property shall remain with the trustees, and ordinarily such intention has been respected: *Tidd v. Lister* (5 Madd., at p. 431). At the same time, even under circumstances of this kind, the courts have, in the exercise of their discretion, put the tenant for life in possession if, by means of his giving an undertaking, or, if necessary, substantial security that the property shall be enjoyed with due regard to the rights of all parties interested, they can secure substantial compliance with the settlor's intention: *Taylor v. Taylor* (L. R. 20 Eq., at p. 303). But this is solely a matter for judicial discretion, and

in the case just referred to JESSEL, M.R., held that a beneficiary entitled for life to net rents after payment of expenses of management was not "entitled to possession" within the meaning of the Settled Estates Act so as to be entitled to grant a lease under that Act. "It is," said the Master of the Rolls, "a strong interference with the management of the estate, and the question is, whether the Legislature intended that to apply to a case where the tenant for life was not the manager of the estate." And he did not think the Legislature did so intend. Under the Settled Land Acts, on the contrary, the intention of the Legislature in this direction is very clearly expressed. The extensive powers of sale and leasing are conferred, not only on tenants for life entitled to possession or receipt of income, but, under section 58, sub-section (1) (ix.), of the Act of 1882, upon any person entitled to payment of income, whether subject to expenses of management or not. If, then, a person, clearly excluded by the settlor from the management of the estate, has nevertheless the most important powers of management conferred upon him by statute, it is natural for the courts to follow the policy of the statute rather than the intention of the settlor, and to unite the possession with the actual powers of management. KEKEWICH, J., accordingly laid down the rule that, although a tenant for life, where powers of management are conferred upon trustees, is still not strictly entitled to possession, yet the presumption is in his favour; and if the estate and the trustees can be reasonably protected by adequate safeguards, he ought, in the absence of special reasons to the contrary, to be let into possession.

THE DECISION of NORTH, J., in *Furnivall v. Hudson* (1893, 1 Ch. 335) is perhaps somewhat startling, but we think that careful examination will shew it to be correct. By a deed, made in May, 1891, F. & T. covenanted to pay to H. a sum due from them to him, with interest and a bonus without interest, by certain instalments, the whole of the principal and bonus to become due within ten days of default in payment of an instalment. The principal, interest, and bonus were charged on a lease and certain chattels. F. & T. covenanted to execute a proper legal mortgage of the leasehold premises to H., and, after default in payment of any instalment, a bill of sale of certain furniture and chattels "which now are or shall at any time during the period aforesaid be in, upon, or about the said premises," such mortgage and bill of sale to be in such form as the solicitor for the time being of H. might reasonably require, with power, on F. & T. neglecting or refusing, within seven days after notice, to execute such mortgage or bill of sale, to do so as their attorney. The questions to be determined were two—first, can a bill of sale be executed by the attorney of the debtor, and, secondly, can the grantee be the attorney of the grantor for that purpose? Mr. Justice NORTH said he could see nothing in the Bills of Sale Acts providing that a bill of sale cannot be executed by attorney. Execution by the attorney is execution by the principal, so that the provisions as to attestation in the 10th section of the Act of 1882 may be complied with though the deed is executed by an attorney. As to the second question, the power was one which could not be exercised by the creditors behind the backs of the debtors; the latter had seven days after notice in which to make their objections to the proposed bill of sale, so that there was nothing inequitable in providing that the creditors should execute it in the debtor's name; what was done was merely displacing by contract the necessity for applying to the court for specific performance. The grounds on which NORTH, J., puts his decision are incontestible. But there is some difficulty in the case arising from the fact that the instrument in question conferred an equitable right to a security over chattels, and therefore was a bill of sale and required registration; and, further, that it was invalid as not being in the prescribed form. No doubt a mere parol agreement to give a bill of sale is not void for want of registration (*Ex parte Hauxwell*, 23 Ch. D. 626); but an instrument containing a covenant to assign the goods when required clearly gives an equitable title to them, and therefore is a bill of sale (see *per MELLISH, L.J., Edwards v. Edwards*, 2 Ch. D., at p. 297). It is difficult, therefore, to see why the instrument in *Furnivall v. Hudson* was not a bill of sale and void under the Bills of Sale Act, 1878, ss. 8 and 9.

THE QUESTION of the right of a company to delay the registration of a transfer until it has been ascertained that the transfer is in order arose in a novel manner in the recent case of *Re Ottos Kopje Diamond Mines (Limited)* (41 W. R. 258). Shares in the company were, prior to the 6th of April, 1892, registered in the name of GARDNER, and he held a certificate, sealed with the seal of the company, and signed by two directors and the secretary. GARDNER sold the shares to GOODE, and on the 6th of April executed a transfer to him and handed over the certificate. The same day GOODE took them to the office of the company to have the transfer registered, but the registrar, stating that he was acting under orders, refused to receive them. It appears that the former secretary of the company had made fraudulent transfers of shares, and had falsified the share register, and that it was owing to his fraud that the directors had issued the certificate to GARDNER. This was discovered on the 5th of April, and hence the orders given to the registrar. On the 8th GOODE had an interview with some of the directors, and again tendered the transfer and certificate. This time they were accepted, but with an intimation that the company did not undertake to register GOODE as owner. Subsequently, on the 13th, a board meeting was held, and the matter was directed to await further investigation of the frauds. On the authority of *Re The Bahia and San Francisco Railway Co.* (16 W. R. 862, L. R. 3 Q. B. 584), it is clear that the company were estopped, as against GOODE, from denying the representation of the certificate that GARDNER was owner of the shares. Since, then, they had no ground for refusing to register him, they were liable in damages for their omission to do so, and the amount of such damages would be the value of the shares. But when was this value to be ascertained? The dates suggested were, by GOODE the 6th of April, and by the company the 13th. On the former date the shares stood at 2s. 6d., on the latter at 2s. It seems to be settled that a company are not bound to register at once. Even if a transfer is in order, and is accompanied by the certificate, they are entitled to delay for a reasonable time and to make reasonable inquiries: *Société Générale de Paris v. Walker* (34 W. R. 665, 11 App. Cas., at p. 41). Upon this ground the company urged that their duty to register, and therefore their liability for not doing so, did not arise till the later date, when the directors took the matter into consideration. The Court of Appeal, however, adopted the view that they had already resolved to refuse the transfer on the 6th, and, any inquiry after that date being thus rendered unnecessary, they could not claim the allowance of time to which, in the ordinary course, they would have been entitled.

THERE HAS been a neck and neck race this year between the *Calendar and Directory of the Incorporated Law Society* and the *Law List*; but the former has reached us first. The *Calendar* is marvellously improved as compared with its original issue, and constitutes a really useful guide to the courts, offices, judges, officials, and members of the profession. In addition to the usual information, there is an admirable tabulated list of county court judges, registrars, district registrars of the High Court and district probate registrars, town clerks, recorders, and clerks of the peace. On every point we have referred to we have found the *Calendar* prepared and edited with care, and we imagine that if the spirit of enterprise displayed in the present issue continues, the work is likely to have a very successful career.

WE ARE GLAD to hear that Sir RICHARD WEBSTER, Q.C., M.P., who has been suffering for a week from a severe cold, was better on Thursday, and was able on that day to leave town for his country residence.

On Tuesday Mr. Justice North announced that he intends not to continue the hearing of witness actions after the present week, except for the purpose of finishing any such action which may be partly heard on Thursday. Subject to the completion of the hearing of any such part-heard action, he intends to take further considerations on Tuesday next.

DEEDS OF ARRANGEMENT AND ACTS OF BANKRUPTCY.

By the recent decision of VAUGHAN WILLIAMS, J., and COLLINS, J., in *Ex parte Hughes, Re Hughes* (reported *ante*, p. 287) our attention is again drawn to the important consequences of the particular form in which arrangements with creditors outside the court are drawn. The actual point decided in this case was that a particular deed of arrangement constituted an act of bankruptcy; and the case is mainly interesting as it arose out of a decision of the Court of Appeal in *Re Spackman* (24 Q. B. D. 728), and as it gave rise to comments by the learned judges on the law laid down in the earlier case.

Both cases turned upon the proper construction of that section in the Bankruptcy Act, 1883, where numerous acts of bankruptcy are defined, the particular one in question being defined as follows:—"If in England or elsewhere he makes a conveyance or assignment of his property to a trustee or trustees for the benefit of his creditors generally" (section 4, sub-section (1) (a)). In *Re Spackman* it was held that "property" in the clause meant the whole, or substantially the whole, of the debtor's property, and that "conveyance" and "assignment" meant a legal conveyance or assignment by deed, and, further, that a declaration of trust or a mere agreement was not within the purview of the section. This strict interpretation was naturally seized upon as affording a good foundation for the argument in *Ex parte Hughes*, where there was a deed in the usual form conveying and assigning all the debtor's property to trustees for the benefit of his creditors, with the exception of the leaseholds, which, being onerous property, continued vested in the debtor, but, in accordance with his declaration, were held by him upon trust for and to convey and assure the same as the trustees should from time to time direct. The leaseholds in this case constituted about one-fourth of the debtor's whole property, and it was contended that, inasmuch as a declaration of trust was held in *Re Spackman* not to be within the clause above mentioned, the deed could not be treated as a conveyance or assignment of the whole of the debtor's property, and was, therefore, not an act of bankruptcy within the meaning of the clause. The court, however, held that the case was distinguishable from *Re Spackman*, and that such a deed would, before the statutory definition, have been held to be an act of bankruptcy, and that there was nothing in the Act or in the case of *Re Spackman* to prevent a similar construction being now made. If this decision rested merely upon the ground that the assigned property (without the leaseholds) constituted the whole, or substantially the whole, of the debtor's property, then it is, perhaps, not open to criticism. Otherwise there is greater difficulty in accepting it as being logically in accordance with the decision of the Court of Appeal in *Re Spackman*, which, after all, was a decision as to the particular form of that deed of arrangement which will constitute an act of bankruptcy. Suppose the facts of the present case had been reversed: that the deed had consisted of a declaration of trust of three-fourths of the property and an assignment of one-fourth, it would be difficult to say, in the face of *Re Spackman*, that such a deed constituted an act of bankruptcy under the clause.

We can at any rate gather from the fact that the judgment of the Court of Appeal in *Re Spackman* reversed the decision of CAVE, J., and from the remarks of VAUGHAN WILLIAMS, J., in the present case, that the judgment of the Court of Appeal is not entirely acceptable to the bankruptcy judges. The decision of *Re Spackman* certainly seems to have placed a somewhat strict interpretation upon the words "conveyance" and "assignment," but we are not disposed to suggest that this interpretation is incorrect. The broad effect of this decision would seem to limit an act of bankruptcy to very few of the various kinds of arrangement which, by section 4 of the Deeds of Arrangement Act, 1887, are comprised in the definition of a deed of arrangement under that Act, and which are as follows:—

- (a) An assignment of property;
- (b) A deed of, or agreement for, a composition.

And in cases where creditors of a debtor obtain any control over his property or business:—

- (c) A deed of inspectorship entered into for the purpose of carrying on or winding up a business;

(d) A letter of licence authorizing the debtor or any other person to manage, carry on, realize, or dispose of a business, with a view to the payment of debts; and

(e) Any agreement or instrument entered into for the purpose of carrying on or winding up the debtor's business, or authorizing the debtor or any other person to manage, carry on, realize, or dispose of the debtor's business, with a view to the payment of his debts.

It is, moreover, immaterial for the purposes of the Act whether any of these instruments are under seal or not (see Deeds of Arrangement Act, 1887, s. 4).

It is obvious that this definition includes many instruments which, in accordance with the construction in *Re Spackman*, are outside the purview of the clause, and are, therefore, not in themselves acts of bankruptcy.

The question when is and when is not a deed of arrangement an act of bankruptcy, has more important consequences than might at first sight appear; and it may be advisable to note some of these. In the first place, within three months of the execution of such a deed any dissentient creditor may file his petition in bankruptcy, and thereupon put an end to the whole arrangement: see Bankruptcy Act, 1883, s. 6, sub-section (1) (c). During the same period the trustee of such a deed is in a precarious position. If he makes any payment out of the moneys of the debtor, and the debtor is made bankrupt upon the ground that the deed is an act of bankruptcy, the trustee is liable to refund to the trustee in bankruptcy any such payment. The trustee in bankruptcy may in fact treat the trustee of the deed either as a trespasser or his own agent; that is, he may either adopt or repudiate his action in the matter: see *Ex parte Vaughan, Re Riddeough* (33 W. R. 151, 14 Q. B. D. 25), and *Re Forster, Rawlings v. Forster* (36 W. R. 144). Then, again, although a deed of arrangement is void unless duly registered in accordance with the provisions of the Deeds of Arrangement Act, 1887, yet this does not prevent it being an act of bankruptcy if it would otherwise be so: *Re Hollingshead, Ex parte Heapy* (37 W. R. 415).

Such, then, are some of the objections to a deed of arrangement which is itself an act of bankruptcy, and in drawing such a deed every precaution should be taken to avoid the arrangement being upset on this ground, for under the present system it is difficult enough to successfully carry through any arrangement outside the court even when it does not itself constitute an act of bankruptcy. The object of the Legislature has in recent years no doubt been to discourage private arrangements, and to some extent their object has been attained, especially by the Act which enforces their registration, and not less by the stringent provisions of the Bankruptcy Act, 1890, relating to the trustee (which includes any fiduciary) of a deed of arrangement, whereby strict accounts have to be rendered to the Board of Trade on pain of severe penalties in case of default (see section 25). In substitution for this convenient mode of settling debts, they have supplied the creditors with the opportunity of entering into a statutory composition or scheme of arrangement under the Bankruptcy Acts, 1883 and 1890. Now this is all very well so far as it goes, but the value of the substitution is very much diminished, especially under the later Act, by the limits which have been placed upon the discretion of the court in approving a composition or scheme. In order to guard the interests of commercial morality the Legislature has thought fit to provide that the court shall refuse its approval in cases where an unconditional discharge could not be granted. In addition to these restrictions, it rests with the court to say whether the provisions in a composition or a scheme are in their opinion reasonable and calculated to benefit the general body of creditors. The general tendency, therefore, of bankruptcy legislation seems to be to compel a person who is insolvent to have his property administered by the court of bankruptcy. Under these circumstances we think it only fair that statutes which savour of the nature of penal legislation should be most strictly construed; and in the interests of all creditors who honestly wish to settle their debts to the best advantage without statutory interference, we hope that subsequent decisions will not run counter to the judgment of the Court of Appeal in *Re Spackman*—a judgment which, whether or not in accordance with bankruptcy decisions before this act of bankruptcy was defined by statute, is, at least, a simple and intelligible construction of the clause in question.

CONDITIONS ON RAILWAY TICKETS.

A CASE of *Rountree v. Spencer*, recently decided in the Court of Appeal, raised the important question how far, and under what circumstances, a passenger who takes a ticket issued by a carrying company is bound by the conditions written upon the ticket. This transaction of taking a ticket, simple as it is in itself, is capable of several different interpretations in law, and the legal relations between the parties differ materially according as one or another of these interpretations is the correct one. First, it might be contended that a person who asks for a ticket, receives one, and pays for it, presents himself as a passenger to be carried by the company on their own conditions, whatever they may be. And it is conceived that a passenger taking a ticket on such terms would be bound by the conditions printed upon it in case the company chose to insist upon them. But it may be affirmed without hesitation that this does not truly represent the relations between the parties, because it has been laid down in all the cases from *Toll v. The South-Eastern Railway Co.* (12 C. B. N. S. 75) to *Watkins v. Rymill* (10 Q. B. D. 178) that there is a question, be it one of law or of fact, whether the passenger knew of the conditions; a question which would be immaterial if he had agreed to be bound by them whatever they might be.

Again, it has been said that every contract may be resolved into an offer and an acceptance; and it might be urged that a carrying company, who print their conditions in their time-tables, offer thereby to the public the terms on which they are prepared to carry passengers, and that by asking for a ticket and paying for it the passenger accepts the terms, and is therefore bound by them. This might be a satisfactory view in case of a business where the offer is fixed, such as that of a canal company who exact a statutory toll, and whose offer is so far regulated by Act of Parliament, or that of a stockbroker who contracts to buy or sell subject to the regulations of the Stock Exchange, and whose offer is regulated by custom, assuming that in each of these cases it is not sought to travel outside the fixed terms.

But many of the terms which carrying companies seek to impose on passengers are fixed neither by statute nor by custom, but are dictated according to the pleasure of the company; and it is this very introduction of special conditions which differentiates their contracts from that of the canal company or the stockbroker. If the carriers imposed no special terms at all the cases would then be analogous. It is the introduction of new terms which distinguishes them. In the one case the offer is of ordinary terms; in the other of special terms. In the one case there is no hardship on the party accepting, for he thinks he is, and is, in fact, accepting the ordinary terms; in the other there is a hardship, for he thinks he is accepting the ordinary, and is, in fact, accepting extraordinary, terms.

What, then, is the relation between the parties? It has been held in all the cases that the passenger's knowledge *de facto* or *de jure* of the conditions is essential to the contract, obviously because his assent to them is necessary before he can be bound by them. The transaction would seem, therefore, to resolve itself into the following component parts: (a) A question by the passenger on what terms the company will carry him; (b) a tender of terms by the company; and (c) an acceptance of the tender by the passenger; and then, and not till then, is the contract complete.

It is upon the company's tender of terms that the difficulty always arises. On the one hand it is contrary to the elementary principles of the law of contract that a man should be bound by terms of which he has no notice; on the other hand, a personal communication of the terms to each passenger is simply impracticable; and yet by what means short of actual personal communication can the company insure their terms coming to the notice of the passenger? Different companies have devised different means short of personal communication, such as publishing their terms in their time tables or printing them upon their tickets; but the passenger is not bound to supply himself with the time tables, and "in nine cases out of ten he is hustled out of the place at which he stands" before he has time to read the conditions on the ticket, and so the inevitable case arises

where the company, notwithstanding all they have done, have failed in fact to bring their terms to the notice of the passenger.

It is interesting to see how different courts have dealt with such a case. In *Zunz v. The South-Eastern Railway Co.* (L. R. 4 Q. B. 539) COCKBURN, C.J., said: "However hard it may appear in practice to hold a man liable by the terms and conditions which may be inserted in some small print on his ticket, which he only gets at the last moment after he has paid his money, and when nine times out of ten he is hustled out of the place at which he stands to get the ticket by the next comer, still we are bound by the authorities to hold that when a man takes a ticket with conditions on it he must be presumed to know the contents of it and to be bound by them." Compare with this the following extract from the judgment of Lord CAIRNS in *Henderson v. Stevenson* (L. R. 2 H. L. Sc., at p. 475): "Can it be held that when a person is entering into a contract containing terms which *de facto* he does not know and as to which he has received no notice, that he ought to inform himself upon them? It appears to me impossible that that can be held"; and the judgment of Lord CHILMSFORD in the same case, which is even stronger: "Of course a person may, if he chooses, take the whole risk of the voyage upon himself, but the company by a mere notice without such assent can have no right to discharge themselves from performing what is the very essence of their duty." After such an expression of opinion by the House of Lords it would be unnecessary to revert to *Zunz v. The South-Eastern Railway Co.* but for the fact that the doctrine there laid down was recognized in the subsequent case of *Burke v. The South-Eastern Railway Co.* (5 C. P. D. 1 (1879)). Before discussing this case, however, it will be well to notice the decision in *Parker v. The South-Eastern Railway Co.* (2 C. P. D. 416 (1877)). There the plaintiff deposited his bag, of value exceeding £10, in the defendants' cloakroom, paid twopence, and received a ticket, which he imagined was a receipt for the money or an acknowledgment by the defendants that they held the bag, but which, in fact, contained conditions limiting their liability to £10. It was held by the Court of Appeal that the proper question to be left to the jury in that case was, whether the defendants had done that which was reasonably sufficient to give the plaintiff notice of the condition. Now in *Burke v. The South-Eastern Railway Co.* this very question was left to the jury, and the jury answered it in the negative and found for the plaintiff. Yet the court held that this answer did not assist the plaintiff. The judgment in this case can hardly be supported on any principle short of that laid down in *Zunz v. The South-Eastern Railway Co.*, if, indeed, it does not go further. These two cases, however, cannot be considered as a satisfactory exposition of the law (see *Watkins v. Rymill*, 10 Q. B. D. 178), for *Henderson v. Stevenson* and *Parker v. The South-Eastern Railway Co.*, both cases of higher authority, would warrant us in saying that in some cases, at all events, there is a question for the jury.

What this question is, and under what circumstances it is to be left to the jury, are the next points to be considered. The question itself, whether to be left to the jury or not, would appear to be that enunciated in *Parker v. The South-Eastern Railway Co.*—viz., Have the defendants done that which is reasonably sufficient to give the plaintiff notice of the condition? "I am of opinion," said MELLISH, L.J., "that the proper direction to leave to the jury in these cases is that if the person receiving the ticket did not see or know that there was any writing on the ticket, he is not bound by the conditions; that if he knew there was writing and knew or believed that the writing contained conditions, then he is bound by the conditions; that if he knew there was writing on the ticket, but did not know or believe that the writing contained conditions, nevertheless he would be bound if the delivering of the ticket to him in such a manner that he could see there was writing upon it was, in the opinion of the jury, reasonable notice that the writing contained conditions." It will be seen, therefore, that in the opinion of MELLISH, L.J., there was a question of fact for the jury in each case. A difficulty, however, is raised by the judgment of BRAMWELL, L.J., in the same case, who, while admitting that there was a question of fact in each case, said in the same breath that very often this question could only be answered in one way, and was in truth then a

question of law. The result of Lord Justice BRAMWELL's view would seem to be that if on hearing the evidence the judge at the trial is of opinion that a finding that the company have not brought their conditions to the notice of the passenger is, under the circumstances, one which twelve reasonable men could not reasonably arrive at, he is then to direct the jury that as a matter of law the passenger has assented to the conditions. With the greatest respect for the very learned judge who held this view, we venture to think that generally the wisest course for the judge at the trial to adopt would be to direct the jury on the lines laid down by MELLISH, L.J., leaving it to the Court of Appeal to enter judgment for the defendant *non obstante veredicto*, if on a more scrupulous consideration of the case than is possible for the judge at the trial, they see fit to do so. In *Roventree v. Spence* the condition limiting the liability of the defendants was in small print upon the ticket, which was folded up when handed to the plaintiff so that she could not see whether there was any condition upon the ticket at all. The judge at the trial left to the jury the question suggested by MELLISH, L.J., in *Parker v. The South-Eastern Railway Co.*, and the jury found in favour of the plaintiff. LINDLEY, L.J., in delivering the considered judgment of the Court of Appeal, said that if he had been trying the case without a jury he would have found that the condition formed part of the contract. LOPES, L.J., concurred in this, but the Master of the Rolls expressed no assent to it. The court, however, held unanimously that, considering the small type in which the condition was printed, and the absence of any words directing the attention of the plaintiff to it, the judge was right in leaving the question to the jury, whose verdict was one which the court would not set aside.

On the whole, it may perhaps be considered that the law as it stands is not very satisfactory either to passengers or to carrying companies, in view of the pressure of business at the present day. Passengers suffer in the stringency of many of the conditions imposed by the companies who have the monopoly of the trade; while the companies in their turn labour under difficulties in bringing reasonable conditions to the notice of passengers. Possibly an Act of Parliament, prohibiting companies from imposing unreasonable conditions, as in the Railway and Canal Traffic Act, and also providing a statutory notice of terms, such as a publication of them in time-tables, would to a great extent relieve the difficulties of both parties.

LEGISLATION IN PROGRESS.

IN the House of Lords the Public Authorities Protection Bill has been read a third time and passed, and the Sale of Goods Bill has been through committee. The Law of Inheritance Amendment Bill has not been so fortunate, and on the second reading it was rejected by a majority of sixty-one to fifty-six.

STATUTORY RULES PROCEDURE.—This Bill, which has been introduced by Sir ALBERT ROLLIT, has been read a second time in the House of Commons. It is similar to the corresponding Bill of last session. Clause 1 provides that at least forty days before making any statutory rules notice of the proposal to make the rules, and of the place where copies of the draft rules may be obtained, is to be published in the *London Gazette*. Under clause 2 any public body may during those forty days obtain copies of the draft rules, and any representations or suggestions made in writing by a public body to the authority proposing to make the rules are to be taken into consideration by that authority. At the expiration of the forty days the rules may be made by the rule-making authority, either as originally drawn or as amended by such authority. "Public body" is defined as meaning the benchers of each inn of court, the Incorporated Law Society, the Chambers of Commerce of London and of any county borough, the council of any county or county borough, and any other society or body appearing to the rule-making authority to be a public body and to be interested. "Statutory rules" means rules or regulations which relate to any court, or to the procedure, practice, costs, or fees therein, save where such rules or regulations are required to be laid before Parliament before coming into operation.

PREVENTION OF CRUELTY TO CHILDREN.—The Bill to amend the law for the prevention of cruelty to children, introduced by Sir RICHARD WEBSTER, has been read a second time. Most of its clauses propose amendments of the Prevention of Cruelty to and Protection of Children Act, 1889, which is referred to as the principal Act. By

clause 1 the age of protection for boys is raised from fourteen to sixteen, being thus made the same as for girls. Section 1 of the principal Act provides for the conviction of persons who wilfully ill-treat or neglect children either on indictment or by a court of summary jurisdiction. Clause 2 of the Bill adds expressly the offence of assaulting children, and provides that an offender may be convicted under the principal Act, notwithstanding the death of the child. By clause 3, where the offender is a parent of the child, or is living with the parent of the child, and is an habitual drunkard within the meaning of the Inebriates Acts, 1879 and 1888, the court may order his detention for a period not exceeding twelve months in a work-house infirmary, or in a retreat under the Acts. Clause 4 raises the term of imprisonment on conviction by a court of summary jurisdiction from three to six months, and, where a person convicted under the principal Act on indictment is peculiarly interested in the event of the death of the child, a sentence of five years' penal servitude is allowed. Clause 5 alters in various respects section 3 of the principal Act, imposing restrictions on the employment of children. Notably it provides that no person shall cause a child to be in any place for the purpose of being trained as an acrobat, contortionist, or circus performer, or for any exhibition performance which is in its nature dangerous, unless he has a licence similar to that now granted for the appearance of children at public entertainments after 10 p.m.

REVIEWS.

LUMLEY'S PUBLIC HEALTH ACTS.

THE PUBLIC HEALTH ACTS. ANNOTATED, WITH AN APPENDIX, CONTAINING THE VARIOUS INCORPORATED STATUTES, &c., &c. FOURTH EDITION. By ALEXANDER MACMORRAN, M.A., Barrister-at-Law. Shaw & Sons.

This work consists of three parts, for in bulk and importance the appendices deserve to rank as an integral portion of the book. The first part contains the chief Acts relating to sanitary matters, printed in large type and fully annotated. The most important, of course, is the Public Health Act, 1875, and the notes to some of the sections are treatises in themselves. Such are the notes on the definitions of "owner" and "street" (section 4), the note on the liability of local authorities in exercising their power of making sewers (section 17), the notes on the repair of highways and the regulations of streets and buildings (sections 144 and 149), and those on the compulsory construction and lighting of private streets (section 150), the making of bye-laws in respect of new buildings (section 157), and the recovery of expenses from owners (section 257). The manner in which these, and the notes generally, have been compiled shews that no effort has been spared to make the work a trustworthy and convenient guide to all the authorities. Altogether this part contains twenty-four statutes, eleven of which have been passed since the date of the last edition. The latter include such important Acts as the Local Government Act, 1888, which is printed in part; the Infectious Disease (Notification and Prevention) Acts of 1889 and 1890 respectively; the Public Health Acts Amendment Act, 1890; the Housing of the Working Classes Act, 1890; and the Private Streets Works Act, 1892. These occupy about half the book. Appendix I. contains in whole, or in part, some hundred and twenty statutes more or less bearing upon the action of local authorities in the discharge of their duties. These are very various, and include the Companies Clauses, Lands Clauses, and Railway Clauses Acts of 1845, the Forged Transfers Acts of 1891 and 1892, and the Mortmain and Charitable Uses Acts of 1888 and 1891. Footnotes are added where necessary. Appendix II. contains a series of orders issued by the Local Government Board. The quantity of new matter which the editor has had to include has increased the size of the work, and it is now a bulky volume of nearly 1,300 pages, in addition to a copious index. But space has been saved by increasing the size of the page, and the book, though ponderous, is not unwieldy. It fully deserves the reputation it has obtained as a complete and well arranged work of reference on sanitary matters and all legal requirements relating thereto.

STATUTES OF LIMITATION.

A CONCISE TREATISE ON THE STATUTE LAW OF THE LIMITATION OF ACTIONS. WITH AN APPENDIX OF STATUTES, REFERENCES TO ENGLISH, IRISH, AND AMERICAN CASES, AND TO THE FRENCH CODE, AND A VERY FULL INDEX. By HENRY THOMAS BANNING, M.A., Barrister-at-Law. SECOND EDITION, REVISED AND ENLARGED. Stevens & Haynes.

Mr. Banning's book is characterized by conciseness and clearness of treatment, and it is a work of considerable utility; but there are some inaccuracies and omissions which with care might have been avoided. At page 94 it is very properly said that the wording of the

interpretation clause of the Real Property Limitation Act, 1833, requires careful perusal, but the reader who follows this injunction will hardly agree with Mr. Banning that "land," as there defined, means corporeal hereditaments, and "rent" incorporeal hereditaments. At page 129 Mr. Banning says that it has been held that an acknowledgment after the expiration of the statutory time is sufficient, and for this he refers to the decision of Malins, V.C., in *Sanders v. Sanders* (19 Ch. D. 373); undoubtedly the decision supports his statement, but a few pages later in the report it appears that the Court of Appeal emphatically overruled the Vice-Chancellor's opinion. So at page 187 the inclusion in one note, without any comment, of references to *Chinnery v. Evans* (11 H. L. C. 115) and *Newbould v. Smith* (29 Ch. D. 882) seems to overlook the fact that the decision of the Court of Appeal in the latter case is hardly consistent with that of the House of Lords in the former as to the effect of payment by a mortgagor who has conveyed his interest and is out of possession in preserving the title of the mortgagees. And in the chapter on disabilities no notice is taken of the effect of the Married Women's Property Act, 1882, in abolishing in certain cases the disability of coverture, nor does the table of cases contain any reference to *Love v. Fox* (15 Q. B. D. 667) or *Weldon v. Neal* (32 W. R. 828) on this point. In general, however, the law is stated in a convenient manner and the recent cases are correctly incorporated.

BOOKS RECEIVED.

Calendar and Law Directory of the Incorporated Law Society of the United Kingdom for the Year 1893. Printed and published by authority of the Council of the Incorporated Law Society by the Solicitors' Law Stationery Society (Limited).

The Law List, 1893. Comprising the Judges and Officers of the different Courts of Justice, Counsel, Special Pleaders, Conveyancers, Solicitors, Proctors, Notaries, &c., in England and Wales; the Circuits, Judges, Treasurers, Registrars, and High Bailiffs of the County Courts; Metropolitan and Stipendiary Magistrates, Official Receivers under the Bankruptcy Act, &c., &c. Compiled, so far as relates to Special Pleaders, Conveyancers, Solicitors, Proctors, and Notaries, by J. S. PURCELL, C.B., and published by authority of the Commissioners of Inland Revenue. Stevens & Sons (Limited).

The Student's Guide to Pridemore's Conveyancing. Comprising Notes thereon, together with a Set of Test Questions and Epitomes of the following Acts of Parliament: The Vendor and Purchaser Act, 1874; the Conveyancing Acts, 1881, 1882, and 1892; the Settled Land Acts, 1882, 1884, 1887, and 1890; the Trustee Act, 1888; and the Trust Investment Act, 1889. By JOHN INDERMAUR, Solicitor. Third Edition. George Barber.

CORRESPONDENCE.

RE ONWARD BUILDING SOCIETY (41 W. R. 53; 1892, 1 Q. B. 16).

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to a letter from Messrs. John Miller & Son, of Bristol, which appeared in your issue of February 25th, I am directed to state that the Council of the Incorporated Law Society are prepared to support a fresh test case on which the decision in *Re Onward* may be reopened.

The Council would prefer a case of an ordinary appeal from the taxing master to one of the judges of the Chancery Division, and so on to the Court of Appeal.

E. W. WILLIAMSON, Secretary.

Incorporated Law Society, Chancery-lane, W.C., March 4.

TAXATION OF COSTS IN WINDING UP OF COMPANY IN COUNTY COURT.

[To the Editor of the Solicitors' Journal.]

Sir,—We should be very much obliged if any of your correspondents could inform us on what scale the costs should be taxed in the case of the winding up of a company in the county court in pursuance of the provisions of the Companies (Winding up) Act, 1890.

The Annual County Courts Practice for 1893 (vol. ii. part 10, p. 96), after commenting on the fact that no scale is given in the Act of 1890 or in the rules made thereunder, states that "it is believed that costs should be taxed in the county court as well as the High Court pursuant to R. S. C., ord. 65, rr. 8, 9, 27."

We had arrived at the same conclusion ourselves before our attention was called to the above passage, but we should be glad to know whether the point has been judicially decided, or, at any rate, what is the usual practice in taxations in these cases.

March 6.

COUNTRY FIRM.

COMMISSIONERS FOR OATHS.

[To the Editor of the Solicitors' Journal.]

Sir,—I hope that the recent correspondence, in which Mr. Munton has taken so prominent a part, will not rest without clearing up the doubt (if any there be) as to the sufficiency here of affidavits taken on the Continent by an English commissioner, whether the particular country prohibits the exercise of such function or otherwise.

I am inclined to agree with Mr. Munton's original view, that the British commission being general in its terms—"England or elsewhere," the incidental point whether the foreign country might or might not intervene is an outside matter, in no way affecting the validity of the oath for English purposes, but when an accredited writer like Mr. Munton seems to raise a doubt, the position ought to be completely examined.

The whole process abroad as to English affidavits wants amendment, especially in Germany, where the expense and delay attendant on a simple affidavit occasionally become serious.

March 6.

A CITY SOLICITOR.

ORIGINATING SUMMONSES.

[To the Editor of the Solicitors' Journal.]

Sir,—I should like, with your kind permission, to bring forward a suggestion I have not as yet made public. It relates to originating summonses, and my object is to shew that the procedure by way of originating summonses, as distinguished from writ of summonses, need not be continued, and that all existing advantages can be obtained by a slight modification of the latter.

The process by originating summonses was, I take it, first established by the Chancery Procedure Act, 1852, by which creditors, legatees, and others were authorized to issue a summons returnable in a judge's chambers and obtain an immediate order for administration, and that without pleadings of any kind. In the then cumbrous practice of bill, answer, &c., this was an advantage that could hardly be overrated. After the Judicature Act, whilst the pleadings became less cumbrous, the practice of originating summonses was (at least, after 1883) continued with great advantages, and it is no part of my plan to seek to minimize these.

Of course the practice has not been unattended by drawbacks, arising from uncertainty in some cases whether the limited jurisdiction was likely to suffice for all the purposes of the contemplated proceedings or not. For instance, in such proceedings trustees cannot be charged with breach of trust; and, again, an originating summons cannot be served abroad. In these and other ways, therefore, the practitioner has carefully to consider in many cases whether he can safely proceed by originating summonses or should resort to the more comprehensive but slower process of procedure by writ and pleadings.

It would, therefore, be a practical reform of some moment, as well as an advantage of uniformity, if the two procedures could be combined without loss of efficacy, and I have for some time considered that this may very simply be effected. In all cases where an originating summons would now be issued I propose to issue a writ slightly modified in the following way:—

A. v. B.—Victoria, &c. (as in writs, first page, up to and including notice as to appearance in the Central Office); then follows:—The plaintiff's claim is for an order for administration, &c., a determination of the question, &c., followed by (as in margin) the defendant is required to appear in the chambers of Mr. Justice on (date and time) to shew why an order, &c., should not be made; and, further, that no pleadings are to be delivered without an order of the judge. I enclose a specimen form of writ so modified.

I claim for my suggestion that all the advantages of the originating summonses are preserved without loss of those of the writ, and that, should the action develop in unexpected directions a new action will not be necessary, but the judge may direct pleadings to be delivered.

I do not forget originating summonses for purposes other than administration, as under ord. 55, r. 3, the Vendor and Purchaser Act, special application for taxation, and the like. It is clear that all these matters would become actions commenced by writ without loss of any single advantage, and with the advantage of entire uniformity in the first step.

I observe that in the *Law Quarterly Review* of January is a paper by Mr. T. Snow, the learned author of the *Annual Practice*, deprecating the excessive use of originating summonses and the extension of them to the Queen's Bench Division.

I purposely confine myself at present to the question of originating summonses, as many might decline to go further, but I will say that I see no insuperable difficulty in extending the writ system (with suitable modifications) to the case of petitions, and so we should reach the position that all proceedings, on the chancery side at least, would be commenced by writ. I may deal with this later on.

To the above I venture to add a plea for posterity, though I know

how many there are who are dissatisfied with the little that posterity has as yet done for us. The legal records we are now filing will in lapse of time become the most authentic and precious memorials of the present period, and it behoves us to see that these records are left in a simple and intelligible form, and not in a confused jumble of proceedings, commenced in various ways, incapable of being indexed for ready reference.

V. I. CHAMBERLAIN.

48, Finsbury-square, March 8.

[The following is the specimen form of writ referred to in the above letter:—

1893—A—No. 1,000.

In the High Court of Justice.

Chancery Division.

Between A plaintiff
and B defendant.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith,

To B of in the of We command you that, within Eight Days after the service of this Writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of A.

And take notice that, in default of your so doing, the Plaintiff may proceed therein, and judgment may be given in your absence.

Witness,

Lord High Chancellor of Great Britain, the day of in the Year of Our Lord One thousand Eight hundred and Ninety

N.B.—This Writ is to be served within twelve calendar months from the date thereof; or, if renewed, within six calendar months from the date of the last renewal, including the day of such date, and not afterwards.

The defendant may appear hereto by entering an appearance either personally or by Solicitor, at the Central Office, Royal Courts of Justice, London.

Statement of Claim.

The Plaintiff's claim is as a creditor upon, &c., for an order for the administration of the Personal Estate of X. Y., of, &c.

The defendant is sued as the Executor of the Will of the said X. Y., deceased.

The defendant is required to attend at the chambers of Mr. Justice on at upon the hearing of the above claim to shew why an order should not be made.

Note.—If you do not attend, &c. Before you will be heard in chambers you will have to enter an appearance in the Central Office and give notice of such appearance.

You are not to deliver any defence or other pleading without leave of the Judge.

This Writ was issued by of whose address for service is Agent for Solicitor for the said plaintiff, who reside at

This Writ was served by me at on the defendant

on the day of 189
Indorsed the day of 189
(Signed)
Address)

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

EASTER VACATION, 1893.

Notice.

There will be no sitting in court during the Easter vacation.

During Easter vacation all applications which may require to be immediately or promptly heard are to be made to the Honourable Mr. Justice Bruce.

Mr. Justice Bruce will act as vacation judge from Thursday, the 30th of March, to Monday, the 10th of April, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Thursday, the 30th of March, and every working day, from Wednes-

day, the 5th, to Monday, the 10th of April, both inclusive, at 10.30. *Ex parte* applications from the Chancery and Queen's Bench Divisions will be heard in priority to all other applications.

In any case of great urgency the brief of counsel may be sent to the judge, at the Royal Courts of Justice, by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of the writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

CASES OF THE WEEK.

Court of Appeal.

DONOVAN v. LAING, WHARTON AND DOWN CONSTRUCTION SYNDICATE (LIM.)—No. 1, 2nd March.

MASTER AND SERVANT—SERVANT WORKING UNDER CONTROL OF ANOTHER PERSON—NEGLECT OF SERVANT IN SUCH EMPLOYMENT—LIABILITY OF GENERAL MASTER.

Appeal from the judgment of Pollock, B., at the trial of the action with a jury. It appeared that the defendants had entered into an agreement with Messrs. Jones & Co., wharfingers, under which the defendants, in consideration of £50 a year, supplied a crane and a man to work it to Jones & Co. whenever they required the crane for loading or unloading ships at their wharf. The plaintiff was a workman in the employment of Jones & Co., and his duty was to give the signal for the crane to be set in motion when goods were being taken out of or lowered into the ship. Upon the occasion in question, while a ship was being loaded, the man in charge of the crane, without waiting for the signal from the plaintiff, swung the crane round towards the wharf, and a part of the crane struck the plaintiff and injured him. In an action to recover damages for the injuries so sustained, the jury found that the man in charge of the crane was negligent, and assessed the damages at £500. Pollock, B., held upon the authority of *Rourke v. White Moss Colliery Co.* (25 W. R. 263, 2 C. P. D. 205) that the man in charge of the crane was not the servant of the defendants in respect of the operations in the course of which the injuries happened, and gave judgment for the defendants. The plaintiff appealed.

THE COURT (Lord Esher, M.R., and Lindley and Bowen, L.J.J.) dismissed the appeal.

Lord Esher, M.R., said that when a crane was being used in loading a ship, the persons who had undertaken to load the ship would have to direct the motion of the crane. How far the crane was to be swung round, how far the chain was to be lowered, over what part of the ship the goods were to be swung, the moment of commencing and stopping the motion of the chain, in fact, every motion of the crane and of every part of it must depend upon the directions given by those who were loading the ship. Every act in connection with the working of the crane must be done in accordance with the orders and under the control of those loading the ship. In the present case the defendants lent the crane and a man to work it to Jones & Co. for a consideration, to be used in connection with the loading of the ship. The accident happened through the crane being worked negligently. The man was bound to work the crane under the control and orders of Jones & Co. The operation of loading was to be conducted solely by Jones & Co., and as regards the working of the crane at the time in question the man was no longer the servant of the defendants for that operation. His lordship had no doubt that if the man in charge of the crane disobeyed the orders of Jones & Co. or misconducted himself, Jones & Co. could have discharged him from that employment. The case came within *Rourke v. White Moss Colliery Co.* (25 W. R. 263, 2 C. P. D. 205), where Cockburn, C.J., said: "It appears to me that that the defendants put the engine and this man Lawrence at Whittle's disposal just as much as if they had lent both to him. But when one person lends his servant to another for a particular employment, the servant, for anything done in that particular employment, must be dealt with as the servant of the man to whom he is lent, although he remains the general servant of the person who lent him." Can anything be clearer than that? The man there was the general servant of the defendants, but he had been lent to someone else, and the court held that he was the servant of that other person, and not the servant of his general masters in respect of that employment. Lord Watson in *Johnson v. Lindsay* (40 W. R., at p. 408; 1891, A. C., at p. 332) was to the same effect: "I can well conceive that the general servant of A. might, by working towards a common end along with the servant of B., and submitting himself to the control and orders of B., become *pro hac vice* B.'s servant in such sense as not only to disable him from recovering from B. for injuries sustained through the fault of B.'s proper servants, but to exclude the liability of A. for injury occasioned by his fault to B.'s own workmen." He (the Master of the Rolls) would only take notice of *Jones v. Mayor, &c., of Liverpool* (33 W. R. 551, 14 Q. B. D. 890) for this purpose: The decision in that case was right, but the learned judges were wrong in thinking, as they seemed to think, that there was a difference between a general

master lending his servant to another for reward and lending him gratuitously. It was impossible to say that there was any such distinction, and such a consideration had nothing to do with the question as to whose servant the man was. With regard, therefore, to the working of the crane at the time in question, the man working the crane was the servant of Jones & Co., and not the servant of the defendants. The appeal must, therefore, be dismissed.

LINDLEY and BOWEN, L.J.J., concurred.—COUNSEL, Cock, Q.C., and Lynden Bell; J. Lawson Walton, Q.C., and J. P. Rawlinson. SOLICITORS, Rowland Ward; H. F. Kite.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

ATTORNEY-GENERAL v. MANCHESTER CORPORATION—Chitty, J., 2nd March.

INJUNCTION—NUISANCE—SMALLPOX HOSPITAL—QUIA TIMET ACTION.

Motion by the Attorney-General at the relation of the Withington Local Board for an injunction to restrain the defendants from erecting a smallpox hospital at Withington, on the ground of public nuisance. Previous actions against the same defendants on other grounds have already been reported, *ante*, pp. 211, 230. The evidence showed that the epidemic was raging at Manchester, that there was no available site for an additional hospital within the city, and that the corporation had no means of acquiring another site within a reasonable time. The defendants intended to use the best methods and appliances for preventing the spread of the disease and for the safety of the public health. The medical evidence as to danger of infection was conflicting, and there was no cross-examination on the affidavits.

CHITTY, J., said the foundation of the action was an apprehended or future public nuisance, the action being a *quia timet* action. The principles on which the court granted or refused injunctions in such actions were to be found in *Crowder v. Tinkler* (19 V. 617), *Ripon v. Hobart* (3 My. & K. 176), *Haines v. Taylor* (2 Ph. 209), *Hepburn v. Lordan* (13 W. R. 368, 1004, 2 H. & M. 342), *Attorney-General v. Kingston* (13 W. R. 888), *Salvin v. North Brancepeth Coal Co.* (22 W. R. 909, L. R. 9 Ch. 705), and *Fletcher v. Bealey* (33 W. R. 745, 28 Ch. D. 688). The principle was the same whether the nuisance was public or private. Where it was certain the injury would arise, the court would at once interfere by injunction—*e.g.*, in the case of a threat to cut a ditch across a public highway. Something less than absolute certainty would suffice—*e.g.*, “the extreme probability of irreparable injury” (*Crowder v. Tinkler*) or “of a nuisance” (*Attorney-General v. Kingston*). “The plaintiffs must make out that there was real danger, otherwise, however much they might feel the hospital to be an annoyance, they could not get an injunction,” per Cotton, L.J., in *Fleet v. Metropolitan Asylums Board* (1 T. L. R. 80, 2 T. L. R. 361). Or they must make out “a well founded and reasonable apprehension of danger,” per Fry, L.J., *ib.* The principle to be extracted from the *quia timet* authorities was that the plaintiff must shew a strong case of probability that the apprehended mischief would in fact arise. As to what constituted a common or public nuisance, his lordship referred to 1 Russell on Crimes, 418; Stephen’s Digest of Criminal Law, 126; *Res v. Fantadillo* (4 M. & S. 73), and *Res v. Burnett* (*ib.* 272), the last two being smallpox cases; shewing that though no actual mischief had arisen, there might be an indictable offence if there was danger to the public health. So keeping naphtha near a highway might be indictable: *Reg. v. Luster* (1 D. & B. C. C. 209). Here the apprehended danger was danger to the public health. Now in the case of obstructing a highway the court had refused to balance the particular good against the general mischief, or even to consider the supposed public benefit of such obstruction; but where the general health of the community was concerned, it might be a question whether, if a smallpox hospital was, on the whole, balancing the good against the evil, more beneficial to the health of the general or neighbouring public than leaving the patients in their own homes, some weight ought not to be attached to the circumstance. Lord Hardwicke thought the Coldbath Fields smallpox hospital was “a charity like to prove of great advantage to mankind”: *Baines v. Baker* (Amb. 158). His lordship threw out these observations as being worthy of future consideration, but they formed no ground of his decision on this motion. The plaintiffs had not relied on the theory of aerial dissemination, that theory being not yet established, but contended that the evidence showed that a smallpox hospital was dangerous to the public health within a half-mile radius. The burden of proof was, of course, on the plaintiffs. They relied on the *Sheffield case* in 1887, but that presented essentially different conditions: grave faults in the administration, and incredible recklessness of the neighbouring dense population. The *Fulham* and *Darent* cases were much more apposite. In the latter the plaintiffs failed to make out any real danger from a camp hospital of one thousand patients fifty yards off. The conclusion at which his lordship had arrived was that the plaintiffs had failed on the motion to make out a probability, much less a high degree of probability, that the apprehended danger would in fact ensue. The court ought to exercise great caution before it accepted any general proposition of fact which might tend to the closing of many a well-ordered smallpox hospital in the country. The necessity for caution was all the greater because the doctrine of coming to a nuisance had long since been excluded (see, for instance, *Tipping v. St. Helen’s Smelting Co.*, L. R. 1 Ch. 66, 14 W. R. Ch. Dig. 76, 1865).—COUNSEL, Sir Horace Davey, Q.C., Farwell, Q.C., and Clare; Sir Richard Webster, Q.C., Byrne, Q.C., and Macmorran. SOLICITORS, Chesters, for Craven & Crofton, Manchester; Austin & Austin, for W. H. Talbot, Town Clerk, Manchester.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re R. H. BARKER & CO. (LIM.)—Chitty, J., 4th March.

PRACTICE—COMPANY—REDUCTION OF CAPITAL—PAYMENT OFF OF CAPITAL IN EXCESS OF WANTS OF COMPANY—FORM OF PETITION—COMPANIES ACT, 1877 (40 & 41 Vict. c. 26), s. 3.

Petition to reduce capital under the above section by paying off a certain amount. The affidavit stated that such amount was in excess of the wants of the company, but this statement was not made in the petition. Counsel for the company mentioned that, in a similar case of *Re Berne Land Co.*, the point had been mentioned to North, J., and he merely required evidence of the fact, without requiring the petition to be amended.

CHITTY, J., made the order, but said that the statement that the amount proposed to be paid off was in excess of the wants of the company ought to appear in the petition.—COUNSEL, Inghen. SOLICITORS, Pitman & Sons.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

REUTER’S TELEGRAM CO. (LIM.) v. THE INTERNATIONAL GUIDE SYNDICATE AND THE INTERNATIONAL EXPRESS (LIM.)—North, J., 3rd March.

MOTION FOR INJUNCTION—REGISTERED TITLE OF BOOK—COLOURABLE IMITATION—RIGHT TO EXCLUSIVE USE OF THE WORD “OFFICIAL.”

This was a motion on the part of the plaintiffs to restrain the defendants from printing, publishing, selling, or circulating any copies of a directory to the World’s Columbian Exposition, Chicago, 1893, containing any passages, articles, or other matter copied or taken or colourably altered from a book registered in the book of registry of the Stationers’ Company under the title of “The World’s Columbian Exposition, 1893. Official guide. European edition. London: Reuter’s Telegram Co. (Limited);” or any copies of any directory or guide to the said exposition under the title “The Official Directory and International Guide,” or under any other name or title in which the word “official” occurred, or under any other name or title calculated to induce the public to believe that the plaintiffs had not the sole right to publish the official guide to the said exposition. On the 4th of January, 1893, the plaintiffs had obtained a certificate signed by Mr. Higinbotham, president of the exposition, to the effect that they had the sole right to publish and sell a European edition of the International Guide for circulation outside the United States. The defendant’s publication was entitled “The Official Directory and International Guide to the World’s Columbian Exposition.” It was argued that the plaintiffs, having purchased the right to the use of the word “official,” were entitled to the protection of the court. For the defendants it was contended that the plaintiffs had not established any proprietary right to the word “official.” The committee could not have restrained the defendants here because they could not have done so in America; *a fortiori* those to whom they had delegated their authority could not. They cited *Kelly v. Byles* (28 W. R. 585, 13 Ch. D. 682).

NORTH, J., granted an injunction to restrain the defendants from publishing a guide to the exhibition under the title of “The Official Directory or International Guide,” or any copy of a directory or guide in which the words “official” and “guide” were coupled together. His lordship was of opinion that the plaintiffs had made out a *prima facie* case of their right to publish not an official, but the official guide for Europe. By their action the defendants sought to put the money for the advertisements into their pockets which otherwise would go into the pockets of the only people entitled to publish the official guide.—COUNSEL, Cozens-Hardy, Q.C.; Ribton; Everett, Q.C.; E. Ford. SOLICITORS, Hart & Holmes; Batchelor & Cousins.

[Reported by G. B. M. COORE, Barrister-at-Law.]

Re TUCKER, TUCKER v. TUCKER—North, J., 4th March.

WILL—CODICIL—CHARGE—DEVISE SUBJECT TO CHARGE—ANNUITIES CHARGED ON CORPUS.

This was an adjourned summons in the above action, and the point determined was the construction of a certain clause in the codicil to the will of Henry Tucker who died in 1875. The clause ran as follows: “I direct that the five several yearly rent-charges hereinbefore devised, shall respectively be charged upon and issuing out of my said Hinton estate exclusively, and shall respectively be paid quarterly, the first payment in respect of each yearly rent-charge to be made on the expiration of three calendar months after my decease if the person, during whose life the rent-charge is given, shall then be living. And I empower my trustees by distress and also by entry upon, and perception of, the rents and profits of my said Hinton estate or any part thereof to recover payment of all or any of the said rent-charge when in arrear for twenty-eight days.” By another clause in the same codicil the testator, subject to and charged with the five several rent-charges thereinbefore devised and the remedies for recovering payment thereof respectively, devised his said Hinton estate to his wife during her life, with remainder to the use of H. E. Tucker for his life, with remainder to the use of his child or children. The gross rental of the estate having proved insufficient to meet the annuities, the plaintiff asked in his summons that the amount due should be raised by a mortgage of the estate. For the plaintiff it was argued that the words in the codicil, “subject to and charged with,” meant charged on the corpus, and among others the following cases were cited: *Dupit v. Jackson* (13 Price, 721), *White v. James* (26 Beav. 191), *Mason v. Robinson* (26 W. R. 734, 8 Ch. D. 411), *Birch v. Sherratt* (16 W. R. 30, L. R. 2 Ch. App. 644), *Horton v. Hall* (22 W. R. 391, L. R. 17 Eq. 437), and it was denied that the last case could not be reconciled with *Taylor v. Taylor* (22 W. R. 349, L. R. 17 Eq. 324). On the other side it was contended that on the words in the codicil it was doubtful if a charge on the corpus was created. To take annuities out of

corpus must lead to great confusion. The above-cited cases were also referred to, and reliance was placed on the decision in *Taylor v. Taylor*, and the remarks of Hall, V.C., in deciding that case.

NORTH, J., held that on the words of the codicil the annuities were undoubtedly charged on the *corpus* of the estate, and that the annuitants were entitled to have the arrears of their annuities raised by mortgage. His lordship reviewed the cases cited at some length, and expressed his dissatisfaction with the decision of Hall, V.C., in *Re Taylor* as reported in L. R. 18 Eq. 324. The grounds of the decision there given could not be reconciled with the grounds assigned by the same judge for that decision in *Horton v. Hall*.—COUNSEL, S. Hall, Q.C.; Terrell; W. Fooks; Herbert Brown. SOLICITORS, Rooks & Son; Hughes & Sons.

[Reported by G. B. M. COORS, Barrister-at-Law.]

TINDALL v. CASTLE—North, J., 28th February.

VENDOR AND PURCHASER—RESTRICTIVE COVENANTS—COMMON BUILDING SCHEME OF ESTATE—SUBSEQUENT ADDITION OF LAND TO ESTATE—INCLUSION IN SCHEME—INJUNCTION.

In 1856 the Marquis Camden laid out, for residential purposes, a property near Tunbridge Wells called the Camden Park Estate. Some portions thereof were sold, and under a deed of that date made between the Marquis of the first part, and the persons then purchasing, together with the several other persons who might subsequently subscribe thereto, of the second part, the persons of the second part, their heirs and assigns, thereby covenanted with the Marquis, his heirs and assigns, and also as a separate covenant with the several persons of the second part for their respective interests, &c., *inter alia*, not to use the land for business purposes. It appeared that in 1859 the Marquis purchased a piece of ground to the north of and adjoining the said estate, and in 1862 built thereon a lodge called the Lark's Nest Lodge, with a garden, and reserved the remainder thereof for stable plots to be held with the residential plots for the benefit of the estate. In 1878, 1882, and 1883 further portions of the estate were sold subject to the covenants in the deed of 1856, and on all the plans of the estate published for such sales Lark's Nest appears marked as "the lodge." In 1885 the defendant F. J. Castle bought the said lodge, garden, and certain of the stable plots and also several other lots, and under a deed of that date covenanted with the trustees of the will of the Marquis (then deceased) their appointees, heirs, and assigns and other persons entitled to the rents of the estate to observe all the covenants in the deed of 1856 so far as they related to the lots purchased, not to erect as therein stated houses of less value than £1,200, to keep a strip of land twenty feet wide along the edge of the stable plots fronting the Camden Park-road (which were opposite to some of the plaintiff's property) planted with ornamental trees, not to erect on the said stable plots any building except coach-houses and stables, and not to carry on any trade or business upon any of the above lots or in any of the houses to be erected thereon. This was an action by three resident owners of parts of the said estate deriving their titles from purchasers at different dates who had either subscribed to the covenants of the deed of 1856 or who held under deeds containing covenants similar thereto. They asked for an injunction restraining the defendant from pulling down Lark's Nest Lodge and putting cottages on the site of the lodge and garden, from cutting down the ornamental belt of timber in front of the stable plots belonging to him, from using a portion of his land as a nursery and market-garden, and to enforce the performance of the covenants in the deeds of 1856 and 1885. It was contended for the plaintiffs that they or their predecessors who had purchased subsequently to 1875 did so on the faith that the said lodge, garden, and stable plots formed part of the Camden Park Estate and would be preserved as such, and that the Marquis had by building Lark's Nest represented, and every subsequent purchaser was entitled to assume, that it would thereafter only be used as a lodge for the benefit of the estate; and that the fact of the lodge and adjoining land being marked on all the plans of and after 1875 was a representation that they formed part of the estate.

NORTH, J., held that the plaintiffs were substantially right. There was a common building scheme for the benefit, not only of the vendors, but of the purchasers. Lark's Nest and garden had become a part of that scheme by appearing on the plans as part of the estate, and the defendant was fixed with knowledge of and bound by the obligations of that scheme. His lordship was therefore able to apply the decision of law in the case of *Collins v. Castle* (36 W. R. 300, 36 Ch. D. 246) to the facts in this case. The plaintiff was bound by his covenants not to use his grounds for business purposes as a market-garden, and also to keep up the ornamental screen of shrubs. His lordship granted injunctions to enforce the above covenants, and also to restrain the defendant from using the lodge and garden in a manner inconsistent with the purpose to which it had been dedicated. His lordship also granted an injunction to restrain the putting up of certain other buildings.—COUNSEL, Cozens-Hardy, Q.C., and T. Rolfe Warrington; Everitt, Q.C., and C. G. Church. SOLICITORS, Collyer-Bristow & Co., for Stone & Co., Tunbridge Wells; Prior, Church, & Adams, for Gorham, Warner, & Co., Tunbridge.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re MARQUIS OF AILESBUURY AND LORD IVEAGH—Stirling, J., 4th March.

SETTLED LAND—SALE—SETTLEMENT—TENANT FOR LIFE—RENT-CHARGES CREATED UNDER PRIOR SETTLEMENTS—SETTLED LAND ACT, 1882, s. 2, SUB-SECTIONS 1, 3, 4; s. 20, SUB-SECTIONS 1, 2.

This was a summons taken out under the Vendor and Purchaser Act

1874, by the Marquis of Ailesbury, asking for a declaration that he had power under section 20 of the Settled Land Act, 1882, to convey the Savernake Estate, which he had contracted to sell to Lord Iveagh, discharged from two several jointure rent-charges of £1,000 and £500 a year, created in favour of Maria Marchioness of Ailesbury by indentures dated the 19th of August, 1833, and the 21st of January, 1836, respectively, and also from a similar charge of £500 created in favour of Lady Evelyn Riddell by an indenture dated the 3rd of January, 1863. This last-mentioned rent-charge had, upon the second marriage of Lady Evelyn Riddell, been settled so that she was restrained from anticipation in respect of it. By the indenture of the 3rd of January, 1863, which was the settlement made upon the marriage of the Hon. George John Brudenell Bruce (the father of the present Lord Ailesbury) with Lady Evelyn Riddell (then Lady Evelyn Craven), the Savernake Estate was, subject to certain charges, limited (amongst other uses) to the use of Ernest Lord Ailesbury for life, with remainder to the use of G. J. B. Bruce for life, with remainder for uses to secure the said jointure rent-charge of £3,000 a year to Lady Evelyn for her life, with remainder to the first son of G. J. B. Bruce in tail male. G. J. B. Bruce died in 1868, leaving the present marquis his only son, and he in 1884 converted his estate tail into a base fee, which, by a disentailing deed dated the 25th of June, 1885, he enlarged into a fee simple. By an indenture dated the 16th of July, 1885, the estate was limited amongst other uses to the use of Ernest Lord Ailesbury for life, in restoration of his former life estate under the settlement of 1863, with remainder to the use of the present Lord Ailesbury, with remainders over. Ernest Lord Ailesbury died in 1886. In June, 1891, the present marquis, as tenant for life contracted, under the Settled Land Acts, 1882 to 1890, to sell the Savernake Estate to Lord Iveagh. Clause 3 of the contract provided that "the vendor shall . . . apply to the court under the provisions in that behalf of the Conveyancing Act, 1881, for the discharge of all incumbrances having priority to the settlement of the Ailesbury estates, under which the vendor is tenant for life, and the persons entitled to which shall not consent in writing to concur in the conveyance to the purchaser, and shall bear the expense of and incidental to and consequent on every such application." Lady Evelyn Riddell had applied to the court by summons to remove her restraint on anticipation, but Lord Iveagh was not a party to those proceedings, and Stirling, J., directed the matter to stand over to give Lord Iveagh an opportunity of considering his position. The Marquis of Ailesbury was unwilling to apply to the court under the Conveyancing Act, 1881, but insisted that he was able to make a good title without having recourse to it, and thereupon took out this summons. On his behalf it was contended that, under section 20 of the Settled Land Act, 1882, he had power to sell without the concurrence of the prior jointresses, who would be in no wise prejudiced thereby, and without the trouble and expense of an application to the court, inasmuch as "settlement" in the Act included "any number of instruments" by virtue of which land was limited by way of succession. For Lord Iveagh it was submitted that Lord Ailesbury did not derive his life interest under the settlements by which the jointure rent-charges were created, and that, therefore, he had no power under the Act to convey the estate freed from the rent-charges.

STIRLING, J., said that section 20, sub-section 1, of the Settled Land Act, 1882, provided that on a sale the tenant for life might convey by deed the land sold for the estate the subject of the settlement; and sub-section (2) provided that such a deed should be effectual to pass the land conveyed discharged from the settlement, "but subject to and with the exception of (1) all estates, interests, and charges having priority to the settlement." As to what constituted "the settlement" within that section, that was to be ascertained from section 2, the interpretation clause, sub-sections 1, 3, and 4. Sub-sections 1 and 3 were, in substance, taken from the Settled Estates Act, 1856, under which it was held by the Court of Appeal in *Re Birle's Settled Estates* (11 W. R. 739), decided in 1863, that in determining the question whether or not an estate was to be treated as settled for the purposes of that Act, regard was to be paid to the state of facts existing at the time when the provisions of the Act were sought to be put in operation, and not to that which existed at the date of the settlement. That led to the passing, in 1864, of an enactment substantially identical with sub-section 4. The enactments embodied in sub-sections 1, 3, and 4 were repeated in the Settled Estates Act, 1877, section 2. It plainly appeared, therefore, that the Legislature intended that the powers conferred by the Settled Estates Act should be applicable in cases where the land was settled at the time of the settlement taking effect, even though most of the limitations might be spent at the time when the exercise of those powers was invoked. The Settled Land Act, 1882, contained analogous enactments, expressed in almost identical language, and it seemed right to attribute to the Legislature a like intention with respect to them unless there was something in the nature of the provisions of the Act to prevent such a conclusion. It has been established by the decision of the House of Lords in this very case (see *Bruce v. Marquis of Ailesbury* (36 SOLICITORS' JOURNAL, 711; 1892, A. C. 356) that the Act of 1882 was founded on a broader policy and had a wider scope than the Settled Estates Acts. There was nothing in the scope of the later Act which would lead one to suppose that the powers conferred by it were to be applied within a narrower ambit than those conferred by the earlier Acts. The machinery, however, of the Settled Land Act differed from that of the Settled Estates Acts, as did also the mode in which that machinery was put in operation. The conclusion at which his lordship arrived was that, though the question whether land was settled land or not was to be determined under both sets of Acts by the state of facts and the limitations of the settlement at the time when the settlement took effect, the provisions of the Act of 1882 might cease to be applicable when the limitations had been exhausted to an

extent which would not prevent recourse being had to the powers of the Settled Estates Acts. On the 16th of July, 1885, there was executed an instrument operating *inter vivos*, under which the Savernake Estate became limited to various persons by way of succession. There then existed also under and by virtue of the settlement of 1863 the life estate of Ernest Marquis of Ailesbury and the rent-charge of Lady Evelyn Riddell. His lordship thought that the deeds of the 3rd of January, 1863, and the 16th of July, 1885, were instruments under which (in the language of section 1, sub-section 1, of the Act) the Savernake Estate at the date of the latter deed stood limited to various persons by way of succession, and together created or were a settlement for the purposes of the Act, and that the present marquis was tenant for life under that settlement. It had been suggested, however, that the present marquis was not the sole tenant for life for the purposes of the Act, but that he and Lady Evelyn Riddell together constituted such tenant for life within section 2, sub-section 6, inasmuch as Lady Evelyn, by virtue of her jointure, was beneficially entitled to the possession of the land for a concurrent estate or interest. He was of opinion that so long as her rent-charge was paid (as he understood it to have been down to the present time) she had merely a charge on the settled land, and not an estate or interest concurrent with that of the marquis. It followed that the marquis could convey under section 20 of the Act of 1882, discharged from the jointure rent-charge of Lady Evelyn Riddell. His lordship then examined the title to the estates prior to July, 1885, and came to the conclusion that the present marquis was tenant for life of the settlement created by the deeds beginning with the deed of the 13th of July, 1826, and ending with that of the 16th of July, 1885, and that he could consequently convey the estate discharged from the jointure rent-charges of Maria Marchioness of Ailesbury as well as from that of Lady Evelyn Riddell. The marquis did not desire that the purchase-money should be paid into court, and there were at present no trustees for the purposes of the Settled Land Acts, except those nominated by the deed of the 16th of July, 1885. They were trustees only of the settlement created by that deed, and were not trustees of the settlements created by the deeds of 1863 and 1885, still less of that created by the series of instruments beginning in 1826 and ending in 1885, but as they did not object he would appoint them such trustees on the present application. His lordship then, under the powers conferred upon the court under the Act, made a declaration that Maria, Marchioness of Ailesbury and Lady Evelyn Riddell were respectively bound by the contract for sale of the Savernake Estate, that Lord Iveagh was not entitled to the concurrence of either in the conveyance to him; and that upon the payment of the purchase-money to the trustees of the settlement created by the series of instruments above mentioned the income of the investments of such money would be applicable for the payment of the rent-charges; and he directed the trustees to pay the same accordingly. His lordship also made an order on Lady Evelyn Riddell's summons removing the restraint on anticipation in order to enable her to consent to the payment off out of the purchase-money of certain mortgages to which her rent-charge had priority.—COUNSEL, *Buckley, Q.C., and T. Cyprian Williams; Spencer Butler; Hastings, Q.C., and Tremlett; Sir G. B. Reginald Caut; Vernon Smith. SOLICITORS, Laurence & Co.; Travers, Smith, & Brithwaite; Pencoek & Goddard; Eardley, Holt, Hulbert, & Hubbard; Nicholl, Manisty, & Co.*

[Reported by W. A. G. Woods, Barrister-at-Law.]

Re WYTHES, WEST v. WYTHES—Kekewich, J., 4th March.

SETTLED LAND ACTS—EQUITABLE TENANT FOR LIFE—RIGHT TO POSSESSION OF ESTATE AND TITLE DEEDS.

By a will, dated in 1882, a testator devised all his real estate unto and to the use of his trustees upon certain trusts, under which the applicant had become entitled to the receipt of the rents and profits during his life or until alienation, with trusts in remainder for his children. Various directions were given to trustees for the management of the property during the continuance of the trusts, such powers being exercisable by them "at their uncontrolled discretion." This was a summons by the equitable tenant for life to be let into possession of the property and the title deeds.

KEKEWICH, J., said that the old authorities, of which *Tidd v. Lister* (5 Madd. 429) may be taken to be the type, and which were summarized in *Taylor v. Taylor* (23 W. R. 719), may be treated as largely, if not altogether, abrogated by the Settled Land Acts. But it must not be assumed that even now an equitable tenant for life—where the trustees in whom the legal estate is vested have duties of management and the like to perform—is entitled as a matter of course to be let into possession. His lordship held that the powers granted to, and the duties imposed on, a tenant for life, as defined by the Settled Land Acts—which definition clearly includes an equitable tenant for life such as the applicant—have raised a presumption in favour of the title to possession which did not before exist, and have made it incumbent on the court to provide that if the estate and the trustees can be adequately protected by reasonable safeguards an equitable tenant for life shall be let into possession and be enabled personally to exercise those powers and discharge those duties, unless there be found some reason to the contrary far more urgent than is disclosed by the terms of this will. The point is in a great measure new. The title to possession once established, the custody of the title deeds appears to follow, unless, of course, there is in any particular case reason for distinction.—COUNSEL, *Sir J. Rigby, S.G., and Leverton; Warmington, Q.C., and Munns; Renshaw, Q.C., and R. J. Parker. SOLICITORS, Upton, Athey, & Upton; Munns & Longden; Field & Co., for Smith, Pinnent, & Co., Birmingham.*

[Reported by F. T. DUKA, Barrister-at-Law.]

High Court—Queen's Bench Division.

DRIVER v. BROAD—28th February.

STATUTE OF FRAUDS—DEBENTURE—SALE AND PURCHASE OF—VERBAL CONTRACT—INTEREST IN LAND—NECESSITY OF WRITTEN CONTRACT FOR SALE OF DEBENTURES.

Further consideration by Mathew, J., of an action tried by him with a jury on the 10th and 11th of February. The action was brought to recover a sum of £2,450 for damages for breach of a verbal contract made on the 8th of December, 1891, for the sale and transfer by the plaintiff to the defendant of certain debentures and shares in a company called Broad's Patent Night Light Co. (Limited). The defendant pleaded, amongst other defences, that the alleged contract (if any, which is denied) was a contract of sale of land, or an interest in or concerning land, within the 4th section of the Statute of Frauds, or of goods within the 17th section, and the requirements of those sections were not complied with. Amongst other findings the jury found as a fact that there was a contract by Broad to buy the defendant's debentures and shares as alleged in the statement of claim, and the question reserved by the learned judge was whether this contract came within the 4th section of the Statute of Frauds—that is, whether a contract for the sale and purchase of the debentures in question was a contract for the sale of an interest in land. By the form of the debenture "the company charged with the payments aforesaid its undertaking and all its property whatsoever and wheresoever, both present and future, including its uncalled capital for the time being." By one of the conditions, which were incorporated, it was stated: "This debenture is one of a series of like debentures issued or to be issued by the company, . . . and all which said debentures, whatever the date of issue, shall rank *pari passu* in point of charge, and the charge hereby created shall be a floating security, and accordingly the company, until the appointment of a receiver under the provisions herein contained, or the commencement of a winding up, shall be at liberty, but only in the ordinary course of its business, to sell, deal with, and dispose of the property charged. . . . Provided that this condition shall not authorize the creation of any specific or floating charge ranking equally with or in priority to the said debentures or any specific or floating charge except subject to the charge thereby created." It was contended on behalf of the plaintiff that these debentures did not create a charge upon land, and that therefore a contract for the sale of them did not come within the 4th section of the Statute of Frauds, and a number of cases were cited, chiefly on the Mortmain Acts, to shew that such a contract need not be in writing. For the defendant it was contended that the debentures were a charge upon land, and the form of the debenture was cited to prove this, as it was said that the debenture "charged the undertaking and all its property whatsoever and wheresoever" with the usual payments. The learned judge took time to consider his judgment.

The following judgment was delivered by MATHEW, J.:—This was an action brought to recover damages for the refusal of the defendant to purchase amongst other things certain debentures in a company called the Broad Night Light Co. The defence was in the first place that as a matter of fact there had been no such contract as the plaintiff insisted upon; and, in the second place, that if there were such a contract it was a verbal contract only, and that the contract ought to be in writing under the 4th section of the Statute of Frauds. Now in order to see what the debentures really were and whether they constituted a charge upon realty or not it was necessary in the first place to see what the memorandum and articles of association entitled the directors of the company to do. It is clear, and, indeed, it is not disputed, that the articles of association conferred upon the directors power to issue the debentures in question. On turning to the debenture it appeared to be in the modern form and to create in the first place a charge upon the undertaking and all the property whatsoever and wheresoever, both present and future, including the uncalled capital of the company. By the conditions which formed part of the bond it was provided that the bond should be a floating security in the ordinary way, but not to involve a charge which would prevent the company from carrying on its operations, and there was a proviso that the directors should not be authorized to create any specific or floating charge ranking equally with or in priority to the debentures, or any specific or floating charge except subject to the charge thereby created. Then there were the other ordinary provisions that upon default in payment of the amount of the interest or upon proceedings being taken to wind up the company there should be the usual power to appoint a receiver over all the property of the company, and so to enable the debenture-holder to receive payment in priority of the amount of the debenture. It was argued very strenuously for the plaintiff that the debenture in question did not create a charge upon land, that it was only a contract like any other contract, one that might ripen into a judgment and a charge upon property, but of itself conferring no right approximate or remote to recover the amount of the debenture upon the realization on any real property of the company. My attention was called to the numerous cases on the subject, first under the Mortmain Act, and, secondly, under the Railways Clauses Act, one class of debentures held to be personally, the other class of debentures by the express provisions of Acts of Parliament declared to be personally, or to be debentures issued by a parliamentary company, and to be held, therefore, to involve no direct charge upon the undertaking. I regret to say that neither class of authority seems to me to be in point, but that I am constrained to look at the terms of the particular debenture, and that its terms when so looked at involve a charge upon real property appears to me to be beyond all doubt and question. It is not necessary to refer to authority now at length upon the subject. There are two cases which seem to me to lay down the principle applicable to this case. The first is a case that may

now be described as an old one: *Toppin v. Lomas* (3 W. R. 446, 16 C. B. 145), where the attempt was made to establish in an action very like the present one that a bond and debenture issued by the Westminster Improvement Commissioners was not a bond creating a charge upon land, and, therefore, did not require a written contract for sale or purchase. The argument in that case was very much the argument addressed to the Court of Common Pleas ineffectually. It was perfectly clear, although the machinery was different, that such a charge was created upon the land as was intended to be created, as it appears to me, by the terms of this debenture. The true principle is further illustrated by a recent case of *Re David* (38 W. R. 162, 43 Ch. D. 27) where the debenture, amongst other things, created a charge upon the tolls, and it appears that the tolls were received by the company for the use of a highway and bridge, and this very limited and remote interest in the realty was held to be sufficient to necessitate a contract in writing—if it were dealt with by contract for sale and purchase—in the particular case to bring the bond within the provisions of the Mortmain Act. Upon the authority of these two cases, and of many others that were cited during the course of the argument—which I do not think it necessary to refer to at length—I am of opinion that the defendant is right, and I regret to say that the plaintiff fails. . . . Under these circumstances my judgment in the case must be for the defendant, and there only remains the question of costs. As the jury came to the conclusion upon the question of fact against the defendant, but as the plaintiff has been inequitably and unfairly dealt with, that is good cause for dealing with the costs of the action, including the costs of the trial, and I direct that the costs of the argument on this point of law should be borne by the plaintiff, each party to bear his own costs of trial. Judgment for defendant.—COUNSEL, *R. T. Reid, Q.C., and E. Morten*; *A. T. Lawrence and J. G. Wood*. SOLICITORS, *James White; Faithfull & Owen*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 8th inst., Mr. Wm. Frank Blandy (Reading) in the chair. The other directors present were Messrs. W. Beriah Brook, H. Morten Cotton, Grantham R. Dodd, Robert Cunliffe, William Geare, Augustus Helder (Whitehaven), J. H. Kays, R. W. Tweedie, and J. T. Scott (secretary). A sum of £155 was distributed in grants of relief, seven new members were admitted to the association, and other general business was transacted.

YORKSHIRE LAW SOCIETY.

The annual dinner of this society was held at the Station Hotel, York, on Tuesday evening last. The president (Mr. J. T. Woodhouse, J.P., D.L., of Hull) occupied the chair, and amongst those present were Mr. R. Pennington (president Incorporated Law Society, U.K.), Professor Bodington, M.A. (Yorkshire College), Mr. A. M. Jackson (president Hull Law Society), Mr. Beaumont (president Wakefield Law Society), Mr. Gould (president Sheffield Law Society), Mr. R. P. Berry (president Huddersfield Law Society), Mr. F. J. Munby (vice-president Yorkshire Law Society), and Messrs. Cobb, Edwin Gray, R. Perkins (registrar) Whitehead (Pickering), Wise (Ripon), Holtby, Mann, H. V. Scott, F. J. Wood, Elmhirst, Jones, Swift, Atkinson (Selby), R. P. Dale, Thompson, McGuire (Town Clerk), Wilkinson, Procter, Cobb, B.A., &c.

THE PRESIDENT, in proposing the toast of the Incorporated Law Society, referred to the great obligations under which the profession laboured for the eminent services rendered to it by Mr. Pennington as president of the Incorporated Law Society, and for many years as its treasurer.

The toast was drunk with musical honours, and

MR. PENNINGTON, to whom a most cordial reception was accorded, replied, and referred to the efforts being made on behalf of legal education in Yorkshire, and to the desire of the law students to establish a scheme of law studies. He said the Incorporated Law Society looked favourably on the object the law students had in view, but he could assure them it was difficult for the Incorporated Law Society to do more than they were doing, in consequence of the funds not permitting it. He had great pleasure in coming down to Yorkshire, and he should never forget the welcome they had given him. (Loud cheers.)

MR. BEAUMONT (Wakefield) in eulogistic terms proposed the health of Mr. Woodhouse, and spoke of his long and valuable services to the profession in Yorkshire, which he gratefully acknowledged.

MR. MUNBY (York) and MR. PENNINGTON both supported the sentiment, which was enthusiastically honoured.

MR. WOODHOUSE replied, and reviewed many questions now interesting the profession. He hoped some proposal would be carried out whereby the prestige of the ancient city of York would be maintained by its being alternated with Leeds as the last place on the North-Eastern Circuit, as the bulk of the causes in Yorkshire were now tried at Leeds, because, being the last town visited, it afforded a longer time to prepare for trial. He also intimated that representatives of all the societies would be shortly invited to a conference on the subject of forming a board of legal studies for Yorkshire. (Applause.)

Other toasts and songs followed, and one of the most successful gatherings of the society was ultimately closed with singing "Auld Lang Syne."

LEGAL NEWS.

APPOINTMENT.

MR. JOHN TROUTBECK, M.A., B.C.L., solicitor, of 11, Victoria-street, Westminster, coroner and deputy high bailiff for the City and Liberty of Westminster, has been appointed a Commissioner for Oaths. Mr. Troutbeck was admitted in May, 1884.

GENERAL.

We notice with sorrow, says the *St. James's Gazette*, paragraphs, written in what must be described as a nasty sneering spirit, about the reforms in the law officers' department which have been so patriotically worked out by the present Attorney-General and Solicitor-General. It appears that this change will cost the country £6,000 a year. Mr. Attorney and Mr. Solicitor being now cut off from private practice (in the inferior courts) will have to be more highly remunerated by the State; but the total—we almost blush to reproduce the miserable figures—will hardly come to more than £14,000 a year for Sir Charles Russell, and £12,000 a year for Sir John Rigby; and there is only a paltry additional thousand a year for these eminent counsels' clerks. And yet there seem to be people who object to that economical and truly Radical reform.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, March	13 Mr. Pemberton	Mr. Jackson	Mr. Leach
Tuesday	14 Ward	Clowes	Godfrey
Wednesday	15 Pemberton	Jackson	Leach
Thursday	16 Ward	Clowes	Godfrey
Friday	17 Pemberton	Jackson	Leach
Saturday	18 Ward	Clowes	Godfrey
		Mr. Justice STIRLING.	Mr. Justice KEENEWICH.
Monday, March	13 Mr. Farmer	Mr. Carrington	Mr. Beal
Tuesday	14 Rolt	Lavie	Pugh
Wednesday	15 Farmer	Carrington	Beal
Thursday	16 Rolt	Lavie	Pugh
Friday	17 Farmer	Carrington	Beal
Saturday	18 Rolt	Lavie	Pugh

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLAYTON.—Feb. 24, at 20, Bolingbroke-road, Kensington, W., the wife of Henry R. Clayton, of the Inner Temple, barrister-at-law, a boy.
SCRATCHLEY.—Feb. 23, at Carlisle-mansions, S.W., the wife of Philip A. Scratchley, barrister-at-law, of a daughter.

DEATHS.

DANIEL.—Feb. 27, at his residence, 1, Rosebery-villas, Felixstowe, Russell Sewell Daniel, solicitor, late of Ipswich and Manningtree.
WALKER.—Feb. 25, at Two Gates, Altrincham, Cheshire, Thomas Walker, barrister-at-law, aged 59.
WALKER.—Feb. 22, at his residence, 6, Chester-square, Frederick Waller, of Graeland, Cuckfield, Sussex, Q.C., and J.P. for Hunts, Middlesex, and Sussex, and D.L., also a Benchet of the Inner Temple, aged 70.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, MARCH 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC PHOTOGRAPH CO. LIMITED.—Petn for winding up, presented Feb 24, directed to be heard on March 11. Gedge & Co, Old Palace yd, Westminster, solors for petning shareholder. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Friday, March 10.

BRITISH UNION INSURANCE CO. LIMITED.—Petn for winding up, presented Feb 17, directed to be heard on Saturday, March 11. Beall & Co, Throgmorton House, Copthall avenue, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of March 10.

GAS OIL SYNDICATE, LIMITED.—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims, to William Willans Shaw, at the offices of Deacon & Co, 4, St Mary axe, solors for liquidator.

LAND CO OF AUSTRALASIA, LIMITED.—Petn for winding up, presented Feb 23, directed to be heard on Saturday, March 11. West & Co, Cannon st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of March 10.

PORTSMOUTH AND SOUTHEAST ARMY AND NAVY STORES, LIMITED.—By an order made by Vaughan Williams, J, dated Feb 20, it was ordered that the voluntary winding up of the stores be continued. Shirley Parker, Bishopsgate st Within, solor for petners.

SANITARY SEWAGE SYNDICATE, LIMITED.—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to F D Sandell, 181, Queen Victoria st, Finsbury, Old Broad st, solor for liquidator.

SANTA CATALINA DEVELOPMENT CO. LIMITED.—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to Nathaniel Lievin Bauwens, 7, Newman st, Oxford st. Garnett & Harrison, Savoy mansions, Strand, solors for liquidator.

SHEPPARD'S CORN MALTING CO., LIMITED—Peta for winding up, presented Feb 17, directed to be heard on March 11. Milne & Milne, Clement's inn, Strand, petner's solers. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 10.

SOUTH DAREN, LIMITED—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to John Henry Augustus Smith, 6A, Austinfriars.

SWANLANDS PRINTING CO., LIMITED—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Alfred Lister Blow and Ernest Honey, 25, King st, Cheapside. Sturt, Ironmonger lane, solers for liquidators.

WALTER WHITWORTH & CO., LIMITED—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to William Burnley Farnell, 34, Pall Mall, Manchester. Boote & Edgar, Manchester, solers for liquidator.

London Gazette.—TUESDAY, March 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARDIFF REFORM CLUB CO., LIMITED—Creditors are required, on or before April 3, to send in their names and addresses, and the particulars of their debts or claims, to Charles Clarke, 12, Westgate st, Cardiff.

NATIONAL STANDARD LAND MORTGAGE AND INVESTMENT CO., LIMITED—Creditors and debenture holders are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Henry Dever, 4, Lothbury. Russell & Co, Old Jewry chambers, solers for liquidator.

NEW CALIFORNIA, LIMITED—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims, to William Herbert Rowe, Blomfield House, London wall. Geo & Wm Webb, Austinfriars, solers for liquidator.

PHOENIX TRUST CO., LIMITED—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to Charles F Richardson, 18, St Swithin's lane.

SPRINGBURY CO., LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Francis McBain, Royal Exchange, Middleborough.

TENTH CARLIAGE WORKS, LIMITED—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to Thomas Price, 12, St George st, Liverpool. James & Smith, Liverpool, solers for liquidator.

UNLIMITED IN CHANCERY.

PORTSMOUTH AND ARUNDEL NAVIGATION—All persons claiming to be entitled to shares in the company are, on or before April 10, to send their names and addresses, and the particulars of their claims, to William Edmonds, 46, St James st, Portsmouth.

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 3.

ARMSTRONG, ISAAC, Tanshelf, Pontefract, Engineer. March 31. **LAWSON v Crowe,** Kekewich, J. Maton, Cannon st.

BRIDGMAN, SIDNEY JOHN, Brentford, Beerhouse Keeper. March 14. **HOUNSLOW BREWERY CO v Bridgman, Registrar, Brentford.**

HINDLE, WILLIAM, Lowestoft, Blackowner. March 20. **Hindle v Hindle, Kekewich, J. Welchman, Lowestoft.**

HOWARD, GEORGE SOLUTE, Glenthorpe rd, Hammermith. April 1. **Howard v Loveband,** Kekewich, J. Underwood, Holles st, Cavendish sq.

MILES, SILAS, Freshford, Somerset, Blacksmith. March 22. **Cogle v Miles, Stirling, J. Eyre & Co, John st, Bedford row.**

London Gazette.—TUESDAY, March 7.

HICKES, HENRY WILLIAM, formerly of Bath, but late of East Selkirk, Manitoba, Canada, Architect. April 30. **King v Hickes, North, J. King, Queen sq, Bath.**

HEATH, EPHRAIM, Hilderstone, Stone, Stafford, Butcher. April 5. **Bridgwood v Heath,** Kekewich, J. Norris, Stone.

ROOKE, WILLIAM FOSTER, Scarborough, Doctor of Medicine. April 3. **Robson v Williamson, Kekewich, J. Turnbull & Co, Scarborough.**

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 17.

ASPINALL, MARY, Windhill, Yorks. Mar 10. **Morgan & Morgan, Bradford and Shipley.**

DAVLY, STUART, Dursley, Glos, retired Colonel of Indian Army. April 1. **Valpy & Co Lincoln's inn fields.**

BELL, ELIZABETH, Langham, Alton, co Southampton. Mar 11. **Downie, Alton.**

BELL, SARAH SHEPPARD, Langham, Alton, co Southampton. Mar 11. **Downie, Alton.**

BENNETT, AMELIA, Kenelchurch, co Hereford. Mar 25. **Symonds & Son, Hereford.**

BIRKETT, CHARLES, Greystoke, Cumbld, Gent. Mar 23. **Arnison & Co, Penrith.**

BOWYER, HELEN, Kingston on Thames. Mar 10. **Barraud & Co, St Mildred's st, Poultry.**

BREWSTER, WILLIAM, Canthorse, Yorks, Farmer. April 1. **Whitehead, Pickering.**

BUTTERFIELD, JOSHUA, Keighley, Yorks, Timber Merchant. Mar 20. **Wright & Waterworth, Keighley.**

CARLYON, JOHN, Truro, Solicitor. Mar 9. **Smith & Co, Truro.**

CARTWRIGHT, JOSHUA, Lower Gornal, Staffs. Mar 25. **Marston, Dudley.**

CARVER, WILLIAM JOHN, Pendleton, Lancs, Gent. Mar 25. **Withington & Co, Manchester.**

CHADWICK, THOMAS FREDERICK, Exeter, Auctioneer. Mar 20. **Gould & Crompton, Exeter.**

CURTIS, WILLIAM THOMAS, Handsworth, Staffs, Baker. Mar 1. **Buller & Cross, Birmingham.**

DE L'HOSTE, ELIZA, Portlisshead, Somerset. Mar 16. **Salmon, Yatton.**

DENNAM, ANN, Southport. April 1. **Brown & Co, Southport.**

DOBREE, CHARLOTTE, Frenchay, nr Bristol. April 1. **Crawley & Co, Whitehall place.**

DONSWORTH, MART, Moss Side, Manchester. March 20. **Sale & Co, Manchester.**

DUNE, HANNAH, Prestbury, Glos. March 21. **W. & C. H. Jessop, Cheltenham.**

GRAY, WILLIAM, Thornton, Yorks, Yeoman. April 1. **Whitehead, Pickering.**

GREENSLADE, JAMES, Bowbridge, Glos, Builder. March 15. **Davis, Stroud.**

HAWKER, PAULINE ANNE, Miranda rd, Upper Holloway. March 18. **Wright, Lincoln's-inn-fields.**

HANE, SARAH, Chesterfield. March 18. **Gratton & Marsden, Chesterfield.**

HOLLOWAY, ROBERT FREDERICK, Wallington, Surrey, Bedding Manufacturer. March 18. **Edridge, Croydon.**

HORNBURGH, THOMAS WESTON MILLS, Huyton, nr Liverpool, Oil Merchant. March 10. **Mackay & Cornish, Liverpool.**

JAMES, JOHN, Aberystwith, Merchant. March 27. **Elizabeth James, 30, Marine-ter.**

KENDALL, MARY, Brighton. Mar 30. **James & James, Ely place, Holborn circus.**

KNIGHT, CHARLES FREDERICK, Cheapside, Clothing Manufacturer. Mar 17. **Pumfrey, Paternoster row.**

LAMB, WILLIAM, Lancaster, Gent. Feb 28. **Clark & Co, Lancaster.**

LONG, JANE FOWLER LAWSON, Brompton sq, South Kensington. Mar 25. **Donaldson, Bedford row.**

MARLBOROUGH, Most Noble GEORGE CHARLES, Duke of, Woodstock, Oxon. Mar 20. **Whitehead, Fleet st.**

MCFARLANE, WILLIAM, Heywood, Lancs, Dyer. Mar 14. **Wallis & Banks, Heywood.**

MURPHY, JEREMIAH, Huxley bldgs, Leyton rd, Leyton. Mar 31. **Cartwright & Cunningham, Paternoster sq.**

NAIRNE, ELIZABETH, Brixton rd. Mar 20. **Moynell, Farnival st.**

NAYLOR, CHARLES COLSON, Market ter, Green lanes, Wood Green, Wine Merchant. Mar 1. **Tiddeman & Enthoven, Finsbury sq.**

PARKINSON, ELIZA, Croft, co Durham. Mar 23. **Brown, Newcastle upon Tyne.**

PARRONS, JOHN, Taunton, Gent. April 5. **Sweet & Son, Taunton.**

PHIBBS, ROBERT FEATHERSTONE, Elgin avenue, Paddington, Physician. April 5. **Malkin & Co, Cannon st.**

POLAND, HENRY, Billingsgate Market, Fish Factor. Mar 18. **Leggatt & Co, Raymond bldgs, Gray's inn.**

POLES, GEORGE, Selhurst, Surrey, Licensed Victualler. Mar 9. **Edridge, Croydon.**

PONSONBY, WILLIAM, Sinnington, Yorks, Gent. Mar 23. **Whitehead, Pickering.**

RILEY, ELIZABETH, Lightcliffe, Halifax. Mar 20. **Riley, Halifax.**

ROCHESTER, DAVID, Mayfield, Sussex, Farmer. April 5. **Philcox, Barwash.**

RUSSELL, GEORGE, Rodcliffe gardens, South Kensington, Esq. Mar 31. **A Barrow, Lincoln's inn fields.**

SHIELDS, ELIZABETH, Sunderland. Mar 24. **J & W J Robinson, Sunderland.**

SHIELDS, THOMPSON, New York, U S A, Shiptroker. Mar 21. **J & W J Robinson, Sunderland.**

SMITH, ABRAHAM, Farnham, Surrey, Builder. Mar 30. **Hollett & Co, Farnham.**

SPAIN, GEORGE, Gt Mongeham, Kent. Mar 4. **Wilks (jun), Deal.**

TIPFETT, WILLIAM, Wadebridge, Cornwall, Gent. March 25. **Symons, Wadebridge.**

UNDERHILL, JOHN, Plymouth, Superannuated Shipwright from H. M.'s Devonport Dockyard. March 24. **Rooker & Co, Plymouth.**

WARRING, JOHN BOOTH, Oldham, Cotton Waste Dealer. March 17. **Ponsbury & Carlile, Oldham.**

WELLS, EDWARD MARTIN, Southsea, Esq, J.P. March 25. **Edgcombe & Co, Portsea.**

WHITE, MURIEL, West Southsea. March 14. **Hyde & Hobbs, Portsmouth.**

WILKINSON, JOHN GRIMAUD, Hampton Hill, Cornsandler. April 1. **Woodbridge & Sons, Serjeants' inn, Fleet st.**

WOOP, RICHARD, Newcastle upon Tyne, retired Hay Merchant. March 25. **Ryott & Swan, Newcastle upon Tyne.**

YATES, JAMES, Bedford st, Bedford sq, Licensed Victualler. March 31. **Manson & Son, Southwark bridge rd.**

London Gazette.—TUESDAY, Feb. 21.

AEOLUS, Very Rev MARSHAM, Peterborough, Dean of Peterborough. March 25. **Percival & Son, Peterborough.**

ARTHUR, THOMAS HUNTER, North Shields, retired Stock Raiser. March 10. **Brown, North Shields.**

BATEMAN, REGINALD, Clifton, Bristol. March 30. **Stone & Co, Bath.**

BULLINGTON, EDWARD, Ross rd, Abbey lane, Stratford, Cowkeeper. March 21. **Hulbert & Crowe, Broad st buildings.**

BRIGGS, CHARLOTTE, Croydon, Surrey. March 30. **Markby & Co, Coleman st.**

BRIGGS, THOMAS, Bury, Veterinary Surgeon. March 15. **Pickstone, Radcliffe bridge.**

BRITAIN, JOSEPH, Coldfield, co Warwick, Gent. March 31. **Evans, Walsall.**

BULL, JOHN, Sunderland, Gent. Mar 6. **Walker, Sunderland.**

CHILLINGWORTH, ELLEN, Cambridge st, Warwick sq, Fimliss. Mar 10. **Batham, Fowkes bldgs, Gt Tower st.**

COOKE, ELIZABETH, Rhyl, co Flint. Mar 31. **Collins & Cook, Edgware rd.**

COOKE, ELIZABETH, Nantwich. Feb 27. **Speakman, Crews.**

DAVIES, REES, Llandysul, co Cardigan, Retired Draper. Mar 17. **Davies, Llandysul.**

DAVIES, THOMAS, British Museum, Assistant in Department of Mineralogy. Mar 37. **Waddington & Chessman, Poultry.**

DU BUISSON, ELIZABETH, Wandsworth, Surrey. Mar 17. **Simonds & Goodlen, New inn, Strand.**

DUCK, WILLIAM, Bath, Esq. April 6. **Stone & Co, Bath.**

GORDON, OF JAMES, JULIA, Tarbolton, Ayr, Esq. April 30. **Withers & Withers, Arundel st, Strand.**

HEATH, WILLIAM, Lancaster rd, Hounslow, formerly Grocer. April 7. **Woodbridge & Sons, Serjeants' inn, Fleet st, and Brentford.**

ISAAC, ELLEN, Clifton gardens, Malda Vale. Mar 31. **Montagu, Bucklersbury.**

LORD, THOMAS, Wells next the Sea, Norfolk, Farmer. Mar 18. **Loynes & Son, Wells and Fakenham.**

LYNG, ELIZA, Harrow rd, Paddington. Mar 31. **Collins & Cook, Edgware rd.**

PAYNE, RICHARD, High st, Leytonstone, Corn Merchant. Mar 25. **Watkins, Fenchurch st.**

PECKOVER, ANN, Morecambe, Lancs. Mar 25. **Bannister, Morecambe.**

RIELEY, JOHN, Accrington, Innkeeper. Mar 18. **Hall & Co, Accrington.**

SCHIFF, HERMANN MAURICE, Throgmorton st, Stockbroker. Mar 25. **Cressley & Burn Moorgate st bldgs.**

SHARPE, ANNE, Cranbrook, Kent. Mar 30. **Philpott & Callaway, Cranbrook.**

SHARPE, WILLIAM BARLING, Cranbrook, Kent, Brewer. April 3. **Philpott & Callaway, Cranbrook.**

SHELDON, ELI LEROY, Gresham st, Litterstear. Mar 17. **Markby & Co, Coleman st.**

SPENCE, EDMUND JOHN, Lewisham rd, Manufacturer. April 15. **Withers & Withers, Arundel st, Strand.**

SQUIRES, SARAH, Leicester. Mar 22. **Stevenson & Son, Leicester.**

WALL, CHARLOTTE, High rd, Tottenham. Mar 31. **Gush & Co, Finsbury circ.**

WATSON-TAYLOR, ISABELLA Headington, Oxon. April 5. **Pollock & Co, Lincoln's inn fields.**

WHITE, ROBERT OWEN, Cromwell rd, Kensington, Gent. April 1. **Leonard & Pilditch, New Broad st.**

WILKINSON, FREDERICK PAGET, Rayton of the Eleven Towns, Salop, Clerk in Holy Orders. Mar 25. **G R & C E Wace, Shrewsbury.**

WILSON, WILLIAM, Newcastle on Tyne, Alderman. Mar 29. **J O Brown & Son, Newcastle on Tyne.**

London Gazette.—FRIDAY, Feb. 24.

AEOLUS, Very Rev MARSHAM, Peterborough, D.D., Dean of Peterborough. March 25. **Percival & Son, Peterborough.**

ARNOLD, AMELIA, Canterbury. April 13. **Wightwick & Gardner, Folkestone.**

AYLING, THOMAS, Caledonian rd, Ilington. March 15. **Jewett & Son, Clement's lane.**

BEALES, BATSON, Great Wilbraham, Cambs, Gent. Apr 11. **Edwards & Knowles, Cambridge.**

BRAUMONT, GEORGE, Colchester, Timber Merchant April 1 White & Son, Colchester
 BORMAN, CHARLES HENRI MAURICE, Fenchurch avenue, Merchant March 27 Harston, Bishopsgate st Within
 BRADLEY, WILLIAM, Hastings, Gent April 1 Welsh & Sons, Manchester
 BROOKER, HENRY, Stonham, Suffolk, Esq March 30 J W Sill, Major, R.E., 111, Shooters Hill rd, S.E.
 CARROCCIO, CARLO, Bishopsgate st Within, Restaurant Keeper March 25 Prior, Finsbury pavement
 CHEW, ANN, Preshall, nr Fleetwood, Lancs April 3 Buck & Co, Preston
 CRAWLEY, CHARLES GIBBS, Bournemouth, Retired Commander R.N. March 30 Lewin & Co, Southampton st, Strand
 CROIX, JOHN PHILIP DE SAINTE, Weston super Mare, Esq March 25 J & W B Sparks & Blake, Crewkerne
 CUNDALL, THOMAS, Besnondsey st, Leather Manufacturer May 1 Tanner, Leadenhall st; Greenop & Sons, Gracechurch st
 DAVISON, CHARLES, Lincoln's inn, Esq, Barrister at Law April 4 Burch & Co, Spring gardens
 EDWARDS, JANE, Cobham, Surrey March 25 Mason & Edwards, Lincoln's inn fields
 ELLETT, ANN, Bath April 6 Stone & Co, Bath
 FULLER, GEORGE AUGUSTUS, Bedford Mar 25 Calhoun & Watt, Chancery lane
 GADSDEN, DAVID, Moulton, nr Newmarket, Sugar Merchant April 3 Balfours & Hutchinson, Broadway, Ealing
 HANNAH, MARTHA, Blenheim sq, Leeds Mar 17 Little, Blackburn
 HART, JAMES, Leeds, Atty Pensioner April 1 Armstrong & Coghlan, Leeds
 HARBELDINE, DANIEL SALTWELL, Westgate on Sea, Kent, Draper Mar 20 Hills, Margate
 HELLISWELL, THOMAS WILLIAM, Newlands in Rastrick, Yorks, Architect April 1 Ramsden & Co, Huddersfield
 HILL, JOHN, Waldringfield, Suffolk, Merchant Mar 27 Welton, Woodbridge
 HOLMES, JOHN, Framwellgate, co Durham, Farmer April 1 Lisle, Durham
 HOWES, CHARLOTTE, Auckland rd, Battersea Rise Mar 31 Taylor, South st, Finsbury sq
 HOWES, JOHN, Godalming, Surrey, Gent Mar 31 Taylor, South st, Finsbury sq
 JACOB, EKRA, St Peter's st, Islington, First Class Post Office Sorter Forthwith Pyke & Voules, Gracechurch st
 JEPPE, HESTER, Fulbourn, Cambs April 1 Eaden & Knowles, Cambridge
 JIGGINS, WILLIAM WHYMAN, Stanwell, nr Staines, Gent Mar 20 Child & Norton, Sloane st
 JENKINS, JOHN, Cardiff, Gent Mar 11 Cory & White, Cardiff
 JONES, ANN, Clifton st, Finsbury Mar 21 Woodcock & Co, Bloomsbury sq
 JONES, MARIA, Hawarden, co Flint Mar 25 Barker & Rogers, Chester
 KENDALL, MARY, Brighton Mar 30 James & James, Ely place
 LANE, JOHN, Highgate rd, Esq May 1 Wilde & Co, College hill
 LANE, WILLIAM BAXTER, East Winch, Norfolk, Farmer Mar 27 Cates & Co, Fakenham; Lewin & Co, Southampton st, Strand

LAWSON, SIR HENRY DE BURGH, Richmond, Yorks, Bart April 1 Rye & Kyre, Golden square
 LEGG, DANIEL, Symondsburry, Dorset, Farmer April 1 Gundry, Bridport
 MCCREADIE, WILLIAM, Warrington, Licensed Victualler Mar 25 Browne, Warrington
 MCILWRAITH, ROBERT McEWEN, Leadenhall st Mar 25 Monro & Co, Queen Victoria st
 McMASTER, JAMES, Whitwood Mere, Yorks, Surgeon April 15 Phillips, Castleford
 MILLER, HELEN, Hartlepool Mar 31 Ferrier, Hartlepool
 MORRAN, WILLIAM DOMMETT, Tunbridge Wells Mar 25 Aitkens & Andrews, Ticehurst
 NEWSON, WILLIAM, Chester st, Grosvenor pl, Butler Mar 25 Cooke & Cooper, Wokingham
 NOLAN, WILLIAM, Manchester, Cattle Salesman Mar 31 Pegge, Manchester
 ORME, HENRY, Stepney green March 21 Ashbridge, Whitechapel rd
 PLASTOW, JAMES, Great Grimsby, Smackowner April 1 Daubney & Bates, Great Grimsby
 POOLEY, THOMAS, Manchester, Stock Broker March 25 Ormerod & Allen, Manchester
 PRICE, FANBY, Hartfield rd, Wimbledon April 1 Masfield, Ledbury
 PRICE, HARRIETT ANN, Clapham rd, Mantle Manufacturer April 11 Langhams, Blackfriars rd
 PRITCHARD, SARAH FREDERICA, Bath April 29 Stone & Co, Bath
 RADCLIFFE, JAMES, Retford, Notts, Electrical Engineer March 20 Besoby, East Retford
 REYNOLDS, SOPHIA, Blodfield, Norfolk March 1 Cole, Norwich
 SCHOFIELD, WILLIAM, Huddersfield, Accountant April 1 Ramsden & Co, Huddersfield
 SKALLY, CAROLINE MARIA, Maidenhead April 1 Beale & Co, Great George st
 SMITH, JOHN, Leeds, Ironmonger April 15 Middleton & Sons, Leeds
 SMITHIES, JOSEPH EDWARDS, Elland, Yorks, Worsted Spinner April 1 Ramsden & Co, Huddersfield
 STEVENSON, WILLIAM, Holbeach, Lincs, Gent May 1 Willders & Son, Holbeach
 SYMINGTON, ROBERT, Fair Lawn, nr Market Harborough, Capt in 1st Volunteer Battalion Leicestershire Regiment March 15 Douglass, Market Harborough
 TAYLOR, ESCH, Old Broad st, Merchant March 30 Lindsay & Co, Old Jewry
 THOMAS, JOHN, Sithney, Cornwall, Gent March 4 Thomas, Helston
 THOMPSON, JACKSON, Sunderland, Carrier March 15 Dixon & Co, Sunderland
 TOMLINSON, HENRY, Sheffield, Common Brewer May 1 Porrett, Sheffield
 TROTMAN, ELIZABETH WILHELMINA BELLINGHAM, Florence, Italy April 1 Rooper & Whately, Lincoln's inn fields
 TURNER, PETER, Lancaster, retired Engine Driver Mar 21 Houghton & Co, Preston
 UNSWORTH, JAMES, Warrington, Commercial Traveller April 3 Ridgway & Worsley, Warrington
 WARELL, MARIA WARELL, Tunbridge Wells April 3 Kinnear, Swindon
 WILLIAMS, ANN, Dartford, Kent April 1 A R & H Steele, College hill
 WILKINSON, MARY, Sylvester rd, Marc st, Hackney April 1 Pritchard & Co, Little Trinity lane

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, MAR. 3.

RECEIVING ORDERS.

BALL, RICHARD, Southport, Slater Liverpool Pet Mar 1 Ord Mar 1
 BARKER, ADAM, Penrith, Cambrid, Innkeeper Carlisle Pet Mar 1 Ord Mar 1
 BASFORD, JOHN, Wymeswold, Leics, Timber Merchant Leicester Pet Feb 28 Ord Feb 28
 BENTLEY, HODGSON, Heckmondwike, Publican Dewsbury Pet Feb 14 Ord Feb 27
 BODDAM, CHARLES WILLIAM, St George's sq, South Belgrave, late Captain in British Army High Court Pet Dec 13 Ord Feb 28
 BRAIKWORTH, EDWARD, Chippingham, Wilt, Corn Merchant Bath Pet Mar 1 Ord Mar 1
 BUTTERWORTH, EDMUND, Rochdale, Painter Oldham Pet Feb 28 Ord Feb 28
 CAMPELL, WILLIAM CECIL, Darwen, Professional Football Player Blackburn Pet Mar 1 Ord Mar 1
 CATCHPOLE, THOMAS, Wapstead, Suffolk, Farmer Bury St Edmunds Pet Feb 28 Ord Feb 28
 CATTENMOL, ELIZABETH, Sloane st, Fancy Goods Dealer High Court Pet Feb 28 Ord Feb 28
 CHRISTOPHERSON, THOMAS, Nelson, Lancs, Boot Maker Burnley Pet Feb 28 Ord Feb 28
 CORB, ALBERT EDWARD, Wimborne Minster, Dorset, Baker Poole Pet Feb 28 Ord Feb 28
 COLE, WILLIAM BROWNE, Bishopston, Glos, Vendor of Horse Medicines Bristol Pet Feb 27 Ord Feb 27
 COX, A P, Denbigh place High Court Pet Dec 6 Ord Feb 28
 CRESSWELL, WILLIAM HENRY, Stoke upon Trent, Agent Stoke upon Trent Pet Mar 1 Ord Mar 1
 CROCKER, ALBERT JOSEPH SWANTON, Glastonbury, Butcher Wells Pet Feb 28 Ord Feb 28
 CURSON, JOHN, Barnet, Herts, Builder Barnet Pet Feb 27 Ord Feb 27
 DAVIES, DAVID, Llwynricket, Mothvey, Carmarthenshire, Commission Agent Carmarthen Pet Mar 1 Ord Mar 1
 DODD, JAMES BAINE, Liverpool, Cooper Liverpool Pet Feb 16 Ord Mar 1
 DUESBURY, WILLIAM RICHARD TATE, Newton, nr Pickering, Yorks, Farmer Scarborough Pet Feb 28 Ord Feb 28
 EVANS, ALFRED, Bourton, Dorset, Gent Salisbury Pet Feb 9 Ord Feb 24
 EVANS, RICHARD WRELEY, Mountain Ash, Glam, Butcher Aberdare Pet Feb 28 Ord Feb 28
 FLETCHER, CATHERINE WINEFRED, Edgbaston, Birmingham, Dressmaker Birmingham Pet Feb 28 Ord Feb 28
 GRIHAM, ROBERT MILLAR, Butrow in Furness, Joiner Barrow in Furness Pet Feb 27 Ord Feb 27
 GREGORY, OWEN, Colehill, Great Coxwell, and Longcot, Berks, Farmer Swindon Pet Feb 28 Ord Feb 28
 HAUGHTON, WILLIAM, Holey Hill, Lancs, Hat Manufacturer Ashton under Lyne and Stalybridge Pet Feb 28 Ord Feb 28

HEAP, WILLIAM HENRY, Acottington, Confectioner Blackburn Pet Feb 27 Ord Feb 27
 HILL, JOSEPH, Rushall, Tunbridge Wells, Grocer Tunbridge Wells Pet Feb 28 Ord Feb 28
 HORNE, ARTHUR, Upper Thames st, Merchant High Court Pet Feb 14 Ord Feb 25
 HOWELL, EMMA, Nottingham, Housekeeper Nottingham Pet Feb 28 Ord Feb 28
 KAY, WILLIAM SCOTT, Accomb, Yorks, Builder Yorks Pet Mar 1 Ord Mar 1
 KEENE, HENRY PERRY, Claphill, Barnes, Amphill, Beds, Brick Merchant Brighton Pet Feb 13 Ord Feb 27
 KINGSLOW, CHARLES JAMES ERASMUS, Chatham, Carpenter Rochester Pet Feb 28 Ord Feb 28
 LARBER, HERBERT GEORGE, Althorne, Essex, Grocer Chelmsford Pet Feb 28 Ord Feb 28
 LIPSON, HYMAN, Sheffield, Furniture Dealer Sheffield Pet Feb 27 Ord Feb 27
 MILLWARD, MORRIS, Rhoeallanochrugog, Denbighshire, Provision Merchant Wrexham Pet Feb 27 Ord Feb 27
 POTTER, HERBERT, Sutton, Surrey, Chemist Croydon Pet Feb 25 Ord Feb 25
 RAYSCROFT, ROBERT, Birmingham, Licensed Victualler Birmingham Pet Feb 27 Ord Feb 27
 RICHARDSON, GEORGE KNOWLES, Birmingham, Tailor Birmingham Pet Feb 28 Ord Feb 28
 RICKARDS, CYRIL HENRY, West Brighton, retired Major in the Army Brighton Pet Feb 13 Ord Feb 28
 SALMON, EMMA LAURA CARTWRIGHT, Bristol, Dress Maker Bristol Pet Feb 27 Ord Feb 27
 SELLO, EDWARD, Finsbury-pavement, Picture Dealer High Court Pet Feb 11 Ord Feb 27
 SILVESTER, FREDERICK, Newcastle-under-Lyme, Iron-founder Hanley, Burslem, and Tunstall Pet Feb 28 Ord Feb 28
 SMITH, BENJAMIN STANLEY, Nottingham, Butcher Derby Pet Feb 28 Ord Feb 28
 SMITH, JAMES, Bradford, Yeast Dealer Bradford Pet Feb 28 Ord Feb 28
 SMITH, MARY JANE, and HANNAH CHARLOTTE SMITH, Gainsborough, Milliners Lincoln Pet Feb 28 Ord Feb 28
 TALBOT, MARTIN RICHARD, Ledbury, Herefordshire, Timber Merchant Worcester Pet March 1 Ord March 1
 TAYLOR, RICHARD, Granville rd, Leytonstone, Metal Merchant High Court Pet Feb 7 Ord Feb 27
 TRACEY, H, Victoria Dock rd, Cheesemonger High Court Pet Feb 8 Ord Feb 27
 WALLWORK, JAMES WALKDEN, Lancs, Plumber's Manager Salford Pet Feb 27 Ord Feb 27
 WHITEHEAD, RICHARD, Chorlton cum Hardy, Manchester, Builder Salford Pet Feb 1 Ord Feb 27
 WHITELEY, SAMUEL, Hunslet, Leeds, Journeyman Printer Leeds Pet Feb 28 Ord Feb 28
 WHITTAKER, CHARLES, Blackley, Manchester, Builder Manchester Pet March 1 Ord March 1
 WILLIS, WILSON, Darlington, Baker Stockton on Tees and Middlesbrough Pet Feb 27 Ord Feb 27
 WILKINSON, JOHN, jun, Laurel Cottage, Worsley, Market Gardener Windsor Pet Feb 27 Ord Feb 27

The following amended notice is substituted for that published in the London Gazette of Feb. 24:—
 GASCOINE, EDWARD, Lenton, Nottingham, Yeast Manufacturer Nottingham Pet Feb 20 Ord Feb 20

FIRST MEETINGS.

ANDERSON, CHRISTOPHER, Lancaster, Draper Mar 13 at 2.30 Off Rec, 14, Chapel st, Preston
 BASFORD, JOHN, Wymeswold, Leics, Timber Merchant Mar 14 at 3.30 Off Rec, 34, Friar lane, Leicester
 BEALL, R C, late Holloway rd, Tailor Mar 13 at 12 Bankruptcy bldgs, Carey st
 BELDING, HERBERT WILLIAM ROBERT, Norwich, Wholesale Grocer Mar 13 at 12 Auction Mart, Tolkenhouse yard
 CALLOW, WILLIAM, Bakewell, Derbyshire, Draper Mar 10 at 12.30 Off Rec, St James's chambers, Derby
 CHADWICK, HENRY, Padham, Lancs, Fish Dealer Mar 23 at 1.30 Exchange Hotel, Nicholas st, Burnley
 COLE, WILLIAM BROWNE, Bishopston, Glos, Vendor of Horse Medicines Mar 15 at 3.15 Off Rec, Bank chimneys, Corn st, Bristol
 COLLINS, ALFRED JAMES, Norwich, Tobaccoconist Mar 13 at 11.15 Auction Mart, Tickenhowe yard
 COOK, JAMES, Hatfield, Herts, Coachworks, Stamford, Coach Builder Mar 10 at 12 Bankruptcy bldgs, Carey st
 DAKIN, EDWARD, and ELIAS DAKIN, Llandidies, Montgomeryshire, Woollen Manufacturers Mar 13 at 1 Off Rec, Llandidies
 DAVIES, THOMAS, Mountain Ash, Glam, Tailor Mar 13 at 3 Off Rec, Merthyr Tydfil
 DAY, JOSEPH, King's Lynn, Butcher Mar 15 at 10.30 Court house, King's Lynn
 DE ST CROIX, GAUTHIER, Cornhill, Clerk in an Insurance Office Mar 10 at 1 Bankruptcy bldgs, Carey st
 DELDERFIELD, FREDERICK WILLIAM, Wollburn, Yorks, Hide Merchant Mar 10 at 11.30 Off Rec, 74, New st, Scarborough
 DIXON, ALBERT EDWARD, Leeds, Hay Dealer Mar 14 at 10.30 Off Rec, Pink lane, Newcastle on Tyne
 EVANS, DANIEL, Swansea, Butter Merchant's Agent Mar 10 at 12 Off Rec, 31, Alexandra rd, Swansea
 FIELD, CHARLES JOHN CHURCHILL, Bristol, Butcher Mar 15 at 2.45 Off Rec, Bank chimneys, Corn st, Bristol
 FRYD, EMIL McNEA, Great Tower st, Provision Importer Mar 10 at 2.30 Bankruptcy bldgs, Carey st
 HAMMOND, WILLIAM, JAMES HAMMOND, and JAMES HAMMOND, Croydon, Butchers Mar 13 at 11.30 24, Railway approach, London Bridge
 HEXTLE, ALFRED JAMES, and LUIGI ZUCCANTI, late Alderman's walk, Bishopsgate st Within, Provision Dealers Mar 10 at 11 Bankruptcy bldgs, Carey st
 HODGSON, JOHN FREDERICK, the Pavement, Willesden Green, Corn Dealer Mar 13 at 12 Bankruptcy bldgs, Carey st
 HOPKINS, HENRY LAWSON, Houndsditch, Stationer Mar 10 at 1 Bankruptcy bldgs, Carey st
 JONES, JOHN, Ystalyfera, Glam, Butcher Mar 11 at 12 Off Rec, 31, Alexandra rd, Swansea
 KAY, WILLIAM SCOTT, Accomb, Yorks, Builder Mar 15 at 12.30 Off Rec, York
 KINGSLOW, CHARLES JAMES ERASMUS, Chatham, Carpenter Mar 13 at 11.30 Off Rec, Rochester

LAWSON, RICHARD, Dredon, Longton, Staffs, Commercial Traveller Mar 13 at 3 Off Rec, Newcastle under Lyme
LENNARD, LEWIS WILLIAM FOSTER, Furne Park rd, Schoolmaster Mar 13 at 12 Bankruptcy bldgs, Carey at
LEVENSON, MOSES, Wrexham, General Draper Mar 10 at 2 Crypt chambers, Chester
MACARTHUR, JOHN DONALD TRILTON, Dover, Clerk in Holy Orders Mar 10 at 11.30 24, Railway approach, London Bridge
MAY, WILLIAM CASE, Downham Market, Norfolk, Grocer March 11 at 12 Off Rec, 8, King st, Norwich
McCONNEL, WILLIAM, Worthington, Cumbria, Draper's Traveller March 13 at 3 Court House, Cockermouth
MOLLART, ANOS VINCENT, Leeds, Music Teacher March 14 at 10 Off Rec, 23, Park row, Leeds
MOTABROT, NEWCOMBE RUSTON, late Harrington mansions, South Kensington, Barrister-at-Law March 14 at 2.30 Bankruptcy bldgs, Carey at
OWEN, ELIZABETH HENLEY, Colonial avenue, Minorities, Packing Case Manufacturer March 14 at 11 Bankruptcy bldgs, Carey at
OWEN, JOHN, Brynecyn, Llanidan, Anglesey, Farm Servant March 13 at 11.30 Railway Hotel, Bangor
PAINE, MATHILDA, and GEORGE COOPER, Hastings, Fruit Salemen March 15 at 3.30 Off Rec, 24, Railway app, London bridge
PAINE, THOMAS, Colveston crescent, Dalston, Builder March 13 at 1 Bankruptcy bldgs, Carey at
PILKINGTON, FRANCIS, Redhill st, Albany st, Iron Merchant March 13 at 3.30 Bankruptcy bldgs, Carey at
RASPINI, ANTONIO, Scarborough, Confectioner March 10 at 3 Off Rec, 74, Newborough street, Scarborough
SALMON, EMMA LAURA CARTWRIGHT, Bristol, Dressmaker March 15 at 3.30 Off Rec, Bankruptcy chambers, Corn st, Bristol
SEALEY, FREDERICK, Carrington, Nottingham, Tailor March 10 at 12 Off Rec, St. Peter's Church walk, Nottingham
SHARPE, EDWARD, Pontypriid, Butcher March 13 at 12 Off Rec, Merthyr Tydfil
SMITH, BENJAMIN STABLES, Nottingham, Butcher March 13 at 2.30 Off Rec, St. James's chambers, Derby
SMITH, JAMES ARTHUR, and ALFRED BENJAMIN SMITH, Great Grimaby, House Furnishers March 11 at 11 Off Rec, 15, Osborne st, Great Grimaby
SMITH, MARY JANE, and HANNAH CHARLOTTE SMITH, Gainsborough, Milliners March 16 at 12 Off Rec, Lincoln
STILL, TOM, Newbury, Berks, Tailor March 10 at 3 Off Rec, 55, Temple chambers, Temple avenue
TAYLOR, GEORGE, Worcester, Grocer March 13 at 10.30 Off Rec, Worcester
TWISSBROOK, JAMES KIMBERLEY, Wigmore st, Chemist March 13 at 2.30 Bankruptcy bldgs, Carey at
VALE, CHARLES, Bradford, Fruiterer March 13 at 11 Off Rec, 31, Manor row, Bradford
WAKEFIELD, JOHN CHARLES, Huddersfield, Optician March 10 at 3 Off Rec, 6, Queen's st, Huddersfield
WALLWORK, JAMES, Walkden, Lancs, Plumber's Manager March 10 at 3 Ogden's chambers, Bridge st, Manchester
WHITEHEAD, RICHARD, Chorlton cum Hardy, nr Manchester, Builder March 10 at 3.15 Ogden's chambers, Bridge st, Manchester
WHITELAN, GEORGE EDWARD, Kingston upon Hull, late Fish Merchant March 11 at 10.30 Off Rec, Trinity House lane, Hull

ADJUDICATIONS.

BALL, RICHARD, Southport, Slater Liverpool Pet March 1 Off March 1
BARKEE, ADAM, Penrith, Cumbria, Innkeeper Carlisle Pet March 1 Off March 1
BASTARD, JOHN, Wynewold, Leics, Timber Merchant Leicester Pet Feb 29 Off Feb 29
BINNEY, GEORGE H., Golden Cross Hotel, Charing Cross High Court Pet Nov 2 Off March 1
BUSBARD, FREDERICK, Leicester, Tobacconist Leicester Pet Feb 9 Off Feb 25
BUTTERWORTH, EDWARD, Rochdale, Painter Oldham Pet Feb 28 Off Feb 25
CAMERON, WILLIAM MACGILL, Drwren, Professional Football Player Blackburn Pet March 1 Off March 1
CHRISTOPHERSON, THOMAS, Nelson, Lancs, Bootmaker Burnley Pet Feb 29 Off Feb 25
CLIFFORD, SAMUEL, Bristol, Wood Turner Bristol Pet Feb 22 Off Feb 27
COBE, ALBERT EDWARD, Wimbore Minister, Dorset, Baker Poole Pet Feb 28 Off Feb 25
COLL, WILLIAM BROWNE, Bishopcote, Glos, Vendor of Home Medicines Bristol Pet Feb 27 Off Feb 27
CROSWELL, WILLIAM HENRY, Stoke on Trent, Agent Stoke on Trent Pet March 1 Off March 1
CROCKER, ALBERT JOSEPH SWANTON, Glastonbury, Butcher Wells Pet Feb 28 Off Feb 25
DAVIES, DAVID, Llawynick, Mochvey, Carmarthenshire, Commission Agent Carmarthen Pet Feb 25 Off Mar 1
DAY, GEORGE, Bristol, Licensed Victualler Bristol Pet Feb 21 Off Feb 25
DENYER, HENRY THOMAS, Liverpool, Licensed Victualler Liverpool Pet Jan 19 Off Feb 25
DODD, JAMES BAIRDS, Liverpool, Cooper Liverpool Pet Feb 16 Off Mar 1
DUSSBERT, WILLIAM RICHARD TATE, Newton, nr Pickering, Yorks, Farmer Scarborough Pet Feb 28 Off Feb 25
EVANS, RICHARD WESLEY, Mountain Ash, Glam, Butcher Aberdare Pet Feb 25 Off Feb 25
FIELD, CHARLES JOHN CHURCHILL, Bristol, Butcher Bristol Pet Feb 23 Off Feb 25
FIELDER, JOHN, Southborough, Kent, Grocer Tunbridge Wells Pet Feb 9 Off Mar 1
FLETCHER, CATHERINE WINIFRED, Edgbaston, Birmingham Dressmaker Birmingham Pet Feb 28 Off Feb 25
GREGORY, OWEN, Colehill, Gt Coxwell, and Longoot, Berks, Farmer Swindon Pet Feb 25 Off Feb 25
GREENWOOD, DEWIS, Cardiff, Tailor Cardiff Pet Feb 24 Off Feb 25
HILL, JOSEPH, Rushall, Tunbridge Wells, Grocer Tunbridge Wells Pet Feb 28 Off Feb 25

HILLIER, JAMES, Baron's Court Hotel, West Kensington High Court Pet Jan 5 Off Feb 25
HOWELL, EMMA, Nottingham, Housekeeper Nottingham Pet Feb 28 Off Feb 25
HUGGINS, WILLIAM HENRY, Dotset rd, South Lambeth, Vinegar Merchant High Court Pet Dec 29 Off Feb 25
JOHNSON, ALFRED, Fulham rd, Fruit Salesman High Court Pet Feb 10 Off Feb 25
JOLL, WALTER FREDERICK, Bristol, Jeweller Bristol Pet Feb 7 Off Feb 25
KAT, WILLIAM SCOTT, Acomb, Yorks, Builder York Pet Mar 1 Off Mar 1
KINLOV, CHARLES JAMES BRADSHAW, Chatham, Carpenter Rochester Pet Feb 28 Off Feb 25
LANGDALE, HENRY, and ARTHUR LANGDALE, Leicester, Hosiery Manufacturer Leicester Pet Feb 7 Off Feb 25
LARTER, HERBERT GEORGE, Althorpe, Essex, Grocer Chelmsford Pet Feb 27 Off Feb 25
LEIGHTON, WILLIAM JAMES, Margate, Licensed Victualler Canterbury Pet Feb 15 Off Feb 27
LOEWENTHAL, ADOLPH, Aldermanbury High Court Pet Jan 10 Off Feb 25
MILLWARD, MOSES, Rhoillanparcrag, Denbighshire, Provision Merchant Wrexham Pet Feb 27 Off Feb 27
NIGHTINGALE, JOHN W., Palmerston bldgs, Bishopgate at Within, Merchant High Court Pet Dec 30 Off Feb 25
OATES, ARTHUR, Southdown, nr Halifax, Stone Merchant Halifax Pet Feb 13 Off Mar 1
POINSON, RICHARD, Shifnal, Salop, Builder's Foreman Madeley Pet Feb 21 Off Feb 25
POWER, W. M., Power's Corner, York st, Westminster, Picture Dealer High Court Pet Jan 18 Off March 1
SALMON, EMMA LAURA CARTWRIGHT, Bristol, Dress Maker Bristol Pet Feb 27 Off Feb 27
SAUNDERS, JAMES, Withnell, Lancs, Querrymaster Bolton Pet Feb 24 Off Feb 27
SHEARD, MATTHIAS WEBSTER, Dewsbury, Innkeeper Dewsbury Pet Feb 9 Off Feb 25
SIMMONS, WALTER, Sheffield, Milk Vendor Sheffield Pet Feb 21 Off March 1
SMITH, BENJAMIN STABLES, Nottingham, Butcher Derby Pet Feb 27 Off Feb 25
SMITH, GEORGE, Brushfield st, Spitalfields High Court Pet Feb 4 Off Feb 25
SMITH, JAMES, Bradford, Yeast Dealer Bradford Pet Feb 27 Off Feb 25
SMITH, MARY JANE, and HANNAH CHARLOTTE SMITH, Gainsborough, Milliners Lincoln Pet Feb 23 Off Feb 25
STOKES, POLLY, Walsall, Licensed Victualler Walsall Pet Feb 13 Off Feb 24
UNSWORTH, JAMES, Harwich, Lancs, Milkman Bolton Pet Feb 21 Off Feb 27
WALLWORK, JAMES, Walkden, Lancs, Plumber's Manager Salford Pet Feb 24 Off Feb 27
WHITEHEAD, RICHARD, Chorlton-cum-Hardy, nr Manchester, Builder Salford Pet Feb 1 Off Feb 25
WHITLEY, SAMUEL, Hunslet, Leeds, Journeyman Printer Leeds Pet Feb 25 Off Feb 25
WHITTAKER, CHARLES, Blackley, Manchester, Builder Manchester Pet March 1 Off March 1
WILLIS, WILSON, Darlington, Baker Stockton-on-Tees and Middlesbrough Pet Feb 25 Off Feb 27
WILSON, WILLIAM JOSEPH, Oxford, Chemist Oxford Pet Feb 6 Off Feb 27
WOODS, CHARLES ACKLAND, Margate, Brewer Winchester Pet Dec 23 Off Feb 27
ZACCAI, LUIGI, Marlborough hill, St John's Wood, Provision Dealer High Court Pet Jan 4 Off Mar 1

The following amended notice is substituted for that published in the London Gazette, Feb. 24:—
GABOINE, EDWARD, Lenton, Nottingham, Yeast Manufacturer Nottingham Pet Feb 25 Off Feb 25

London Gazette—TUESDAY, March 7.

RECEIVING ORDERS.

ADAMS, MARY ANN, Reading, Tobacconist Reading Pet March 2 Off March 2
BANKFORTH, CHARLES THORNTON, Arnsley, near Leeds, formerly Provision Merchant Kingston upon Hull Pet March 2 Off March 2
BOONBY, WILLIAM, Madeley rd, Ealing, late Music Publisher Brentford Pet Feb 28 Off Jan 5
CARTER, JOHN, Hauxwell, R.S.O. Yorks, Farmer Northallerton Pet March 2 Off March 2
CLAPP, HENRY JAMES, Claxton rd, Pevens, Innkeeper Farnborough Dock Pet March 3 Off March 3
CLARE, JOHN THOMAS, late of Bath, Commercial Traveller Bath Pet March 4 Off March 4
CRAVEN, EDWIN LLEWELLYN, Wakefield, Joiner Wakefield Pet March 3 Off March 3
DEWIS, HENRY, Coventry, Coal Merchant Coventry Pet March 2 Off March 2
FINNEY, ALFRED WILLIAM, New Bond st, Tailor High Court Pet March 1 Off March 2
GREEN, HERBERT JOHN, Norwich, Architect Norwich Pet March 2 Off March 2
GROVER, WALTER, and FREDERICK GROVER, Kentish Town Wharf, Kentish Town, Timber Merchants High Court Pet March 2 Off March 2
HALL, HENRY GEORGE, Wimbore Minister, Dorset, Watchmaker Poole Pet March 4 Off March 4
HOLLAND, WILMOT, Oxford st, Merchant High Court Pet March 3 Off March 3
HORN, JESSE, Upper Thames st, Ironfounder High Court Pet March 3 Off March 3
HUBBARD, HENRY, Chalkton st, Somers Town, Cheesemonger High Court Pet Feb 20 Off March 3
JENKINS, JAMES ARNOLD, Pontlottyn, Glam, Draper Merthyr Tydfil Pet March 4 Off March 4
JENKINSON, JOHN, Thwaites, Milcom, Cumbria, Shepherd Whitehaven Pet March 3 Off March 3
JOHNSON, JOE MARSHALL, Leeds, Machinery Merchant Leeds Pet March 3 Off March 3
JOHNSON, TYRUS, Staffs, Grocer Wolverhampton Pet Feb 15 Off March 3

JOYCE, EDWARD, Werneth, Oldham, late Saddler Oldham Pet March 2 Off March 2
KELSEY, CHARLES, Wenderton, Wingham, Kent, Farmer Canterbury Pet March 3 Off March 3
LACK, J. H., Putney, Surrey, Builder Wandsworth Pet Feb 15 Off March 2
LMADE, GEORGE ALFRED, Buckland, Hants, Upholsterer Portsmouth Pet Feb 21 Off March 2
MARSH, GEORGE, Black Boy lane, West Green, Tottenham, Painter Edmonton Pet March 1 Off March 25
MORLEY, JAMES, Mendisham, Suffolk, Farmer Bury St Edmunds Pet March 4 Off March 4
MURDY, J. B., Cardiff, Fruiterer Cardiff Pet Feb 25 Off March 3
PITT, JAMES GEORGE, Battersea, Surrey, retired Warrant Officer Wandsworth Pet Feb 14 Off March 2
RADCLIFFE, ARTHUR HENRY WRIGHT, Handsworth, Staffs, Electrical Engineer Birmingham Pet March 3 Off March 3
REYNOLDS, WILLIAM, and CHARLES HENRY REYNOLDS, Lincoln, Builders Lincoln Pet March 3 Off March 3
SAGE, EDGAR, Claremont gardens, Strutton, Builder High Court Pet Feb 8 Off March 3
STOWELL, CHRISTOPHER, Bradford, Butcher Bradford Pet March 4 Off March 4
SWIFT, JOHN HENRY, Huddersfield, Auctioneer Huddersfield Pet March 3 Off March 3
THORNHILL, GEORGE, Wesley Rocks, nr Bucknall, Staffs, Farmer Hanley, Burslem, and Tunstall Pet Feb 15 Off Feb 25
WIGHT, WILLIAM, Darwent, Birmingham, Pork Butcher Birmingham Pet March 3 Off March 3
WILLIAMS, ANN, Merthyr Tydfil, Draper Merthyr Tydfil Pet March 2 Off March 2

The following amended notice is substituted for that published in the London Gazette of Feb. 7:—

POWER, PHILIP EMMET LE POER, late of Manchester, late Stock Broker Newport and Hyde Pet Jan 28 Off Feb 1

FIRST MEETINGS.

ALLICK, JOHN, Middlesbrough, Fruiterer March 13 at 3 Off Rec, 3, Albert rd, Middlesbrough
ARNOLD, JOSEPH, Sheffield, Boot Dealer March 16 at 1 Off Rec, Figtree lane, Sheffield
BACH, JOHN ROBERTS, Worcester, Glove Manufacturer March 16 at 3 Off Rec, 45, Copenhagen st, Worcester
BATESON, JOHN WILLIAM, TOM BATESON, and WILLIAM ROSSITER, Rochdale, Leather Merchants March 14 at 11.30 Townhall, Rochdale
BRINLEY, THOMAS, Wuerdle and Wardle, Lancs, Licensed Victualler March 14 at 11.15 Townhall, Rochdale
BROWN, GEORGE, Loftus, Yorks, Boot Dealer March 15 at 3 Off Rec, 3, Albert rd, Middlesbrough
BURNETT, JAMES, Preston, Oil Manufacturer March 17 at 3 Off Rec, 14, Chapel st, Preston
CARPENTER, WILLIAM GEORGE, Eastbourne, Wine Merchant March 16 at 2.30 Coles & Sons, Seaside rd, Eastbourne
CATCHPOLE, THOMAS, Whapstead, Suffolk, Farmer Mar 14 at 2.15 35, Princes st, Ipswich
CHRISTOPHERSON, THOMAS, Nelson, Lancs, Boot Maker Mar 23 at 2 Exchange Hotel, Nicholas st, Burnley
CLOWSE, MARY, New Brighton, Cheshire, Fruiterer Mar 17 at 3 Off Rec, 35, Victoria st, Liverpool
CROSWELL, WILLIAM HENRY, Stoke upon Trent, Agent Mar 16 at 3 Off Rec, Newcastle under Lyme
DAVIES, THOMAS, Dolgellay, Merionethshire, Carrier Mar 21 at 12.45 Townhall, Aberystwith
EDWARDS, CHARLES, Hanley, Grocer Mar 16 at 11.15 Off Rec, Newcastle under Lyme
FAGOLI, ATTILIO, Bathbourne, late Restaurant Keeper Mar 16 at 11 Coles & Carr, Seaside rd, Eastbourne
GILBERT, RUFUS, Bridgend, Glam, Baker Mar 16 at 12 Off Rec, 29, Queen st, Cardiff
HARDING, GEORGE, Kempsey, Worcs, Baker Mar 25 at 11.30 Off Rec, Worcester
HAUGHTON, WILLIAM, Mooly Hill, Lancs, Hat Manufacturer Mar 14 at 3 Ogden's chambers, Bridge st, Manchester
HALL, WILLIAM HENRY, Acrrington, Confectioner Mar 15 at 2.30 County Court house, Blackburn
HOUGHTON, RICHARD, Crossmoor, nr Kirkham, Lancs, Farmer Mar 17 at 2.30 Off Rec, 14, Chapel st, Preston
HOWELL, EMMA, Nottingham, Housekeeper Mar 14 at 11 Off Rec, St Peter's Church walk, Nottingham
HUGENTORRE, URSICH, Hammersmith-road, Baker Mar 15 at 13 Bankruptcy bldgs, Carey at
LEWIS, HYMAN, Sheffield, Furniture Dealer Mar 18 at 3 Off Rec, Figtree lane, Sheffield
MARSH, GEORGE HENRY, New Cleo, Great Grimaby, Grocer Mar 15 at 11 Off Rec, 15, Osborne st, Great Grimaby
MORLEY, JAMES, Mendisham, Suffolk, Farmer Mar 14 at 11.45 35, Princes st, Ipswich
RAVENSCROFT, ROBERT, Birmingham, Licensed Victualler Mar 15 at 11 23, Colmore row, Birmingham
REYNOLDS, WILLIAM, and CHARLES HENRY REYNOLDS, Lincoln, Builders Mar 16 at 11.30 Off Rec, Lincoln
RICHARDSON, GEORGE KNOWLES, Birmingham, Tailor Mar 17 at 12 23, Colmore row, Birmingham
ROGERS, LEWIS ALEXANDER, Liverpool, Grocer Mar 15 at 12 Off Rec, 35, Victoria st, Liverpool
ROPER, SAMUEL CRANE, Bury St Edmunds, Manager of Livery Stables Mar 14 at 12.45 35, Princes st, Ipswich
SADLER, FREDERICK, late of Birmingham, Tailor Mar 15 at 2.20 23, Colmore row, Birmingham
SILVESTER, FREDERICK, Newcastle-under-Lyme, Ironfounder Mar 15 at 3 Off Rec, Newcastle-under-Lyme
SIMMONS, WALTER, Sheffield, Milk Vendor Mar 16 at 2 Off Rec, Figtree lane, Sheffield
SIMONS, GEORGE NEAL, Trafalgar ter, Malmesbury rd, Cannington, Master Mariner Mar 15 at 11 Bankruptcy bldgs, Carey at
SMITH, GEORGE, Brushfield st, Spitalfields Mar 16 at 11 Bankruptcy bldgs, Carey at
SMITH, JAMES, Bradford, Yeast Dealer Mar 16 at 11 Off Rec, 31, Manor rd, Bradford

SWIFT, JOHN HENRY, Huddersfield, Auctioneer Mar 17 at 3 Off Dec, 6, Queen st, Huddersfield
 WAISTELL, GEORGE, Frederick, Little Wymondley, nr Stevenage, Herts, Wheelwright Mar 28 at 11.15 Court house, Luton
 WEBB, ALFRED THOMAS, West Hookley, Birmingham Pattern Maker Mar 17 at 11 23, Colmore row, Birmingham
 WHITLEY, SAMUEL, Hunslet, Leeds, Journeyman Printer Mar 15 at 11 Off Dec, 23, Park row, Leeds
 WILLIAMS, EVAN MORRIS, Bethania, Blaenau Festiniog, Carnarvonshire, Boot Dealer Mar 21 at 12.45 Market hall, Blaenau Festiniog
 WINGROVE, JOHN (jun), Viewaley, Market Gardener Mar 16 at 12.30 De Burgh Arms, West Drayton
 WRIGHT, JAMES, Brick lane, Columbia rd, Hackney rd, Boot Manufacturer Mar 16 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ADAMS, MARY ANN, Reading, Tobacconist Reading Pet Mar 2 Ord March 3
 ALLEN, GEORGE, Musgrave cres, Walham Green, News-vendor High Court Pet Dec 23 Ord March 2
 BAILLY, GEORGE, HARE, Carshalton, Surrey, Grocer Croydon Pet Feb 23 Ord March 1
 BARNHART, CHARLES THORNTON, Armley, nr Leeds, formerly Provision Merchant Kingston upon Hull Pet March 2 Ord March 2
 BENTLEY, JOHN, Bradford, Machine Broker Bradford Pet Feb 8 Ord March 2
 CARTER, JOHN, HAUXWELL, R.S.O., Yorks, Farmer North-alton Pet Feb 20 Ord March 2
 CLAPP, HENRY JAMES, Clabeston rd, Pembs, Innkeeper Pembroke Dock Pet March 3 Ord March 3
 CLARE, JOHN THOMAS, late of Bath, Commercial Traveller Bath Pet March 4 Ord March 4
 COLE, JOHN, late Market pl, Hendon, Draper Barnet Pet Jan 16 Ord March 2
 COOK, JAMES, Harrow Bridge Works, Stratford, Coach-builder High Court Pet Jan 31 Ord March 2
 CRAMP, ELIZABETH, Eaton ter, Belgrave, Court Dressmaker High Court Pet Jan 28 Ord March 3
 CRAVEN, EDWIN LEWELYN, Wakefield, Joiner Wakefield Pet March 3 Ord March 3
 DEWIS, HENRY, Coventry, Coal Merchant Coventry Pet Mar 2 Ord March 3
 FINNEY, ALFRED WILLIAM, New Bond st, Tailor High Court Pet Mar 1 Ord March 2
 GREEN, HERBERT JOHN, Norwich, Architect Norwich Pet Mar 2 Ord March 3
 HAUGHTON, WILLIAM, Hookey Hill, Lancs, Hat Manufacturer Ashton under Lyne and Stalybridge Pet Feb 28 Ord March 4
 HEAP, WILLIAM HENRY, Accrington, Confectioner Blackburn Pet Feb 27 Ord March 2
 HECK, ANTON, Stoford rd, Walworth, Waiter High Court Pet Dec 30 Ord March 2
 HOUGHTON, RICHARD, Crossmoor, nr Kirkham, Lancs, Farmer Preston Pet Feb 8 Ord March 2
 JENKINS, JAMES ARNOLD, Pontlottyn, Glam, Draper Merthyr Tydfil Pet Mar 4 Ord March 4
 JENKINSON, JOHN, Thwaites, Millom, Cumbria, Shepherd Whitehaven Pet Mar 1 Ord March 3
 JOHNSON, JOE MARSHALL, Leeds, Machinery Merchant Leeds Pet March 3 Ord March 3
 JOYCE, EDWARD, Werneth, Oldham, late Saddler Oldham Pet March 2 Ord March 2
 KEENE, HENRY PERRY, Ampthill, Beds, Brick Merchant Brighton Pet Feb 11 Ord March 3
 MORLEY, JAMES, Mendlesham, Suffolk, Farmer Bury St Edmunds Pet March 3 Ord March 4
 RAVENSCHOPF, ROBERT, Birmingham, Licensed Victualler Birmingham Pet Feb 27 Ord March 2
 REYNOLDS, WILLIAM, and CHARLES HENRY REYNOLDS, Lincoln, Builders Lincoln Pet March 2 Ord March 2
 SEALEY, FREDERICK, Nottingham, Tailor Nottingham Pet Feb 22 Ord March 4
 SELLO, EDWARD, Finsbury pavement, Picture Dealer High Court Pet Feb 11 Ord March 3
 SMITH, JAMES ARTHUR, and ALFRED BENJAMIN SMITH, Great Grimaby, House Furnishers Great Grimaby Pet Feb 3 Ord March 1
 STOWELL, CHRISTOPHER, Bradford, Butcher Bradford Pet March 4 Ord March 4
 SWIFT, JOHN HENRY, Huddersfield, Auctioneer Huddersfield Pet March 3 Ord March 3
 TRACEY, HENRY PAGE, Victoria Dock rd, Chosemonger High Court Pet Feb 8 Ord March 2
 WILLIAMS, ANN, Merthyr Tydfil, Draper Merthyr Tydfil Pet March 2 Ord March 2
 WILLIAMS, E W, Bury st, St Mary Axe, Advertising Agent High Court Pet Dec 9 Ord March 2
 WINGROVE, JOHN, jun, Viewaley, Market Gardener Windsor Pet Feb 27 Ord March 2
 WOOLDRIDGE, LECT, Kingsdown, Bristol, Draper Bristol Pet Feb 18 Ord March 2

SALES OF ENSUING WEEK.

March 14.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, E.C., at 2 o'clock, Leasehold Investment (see advertisement, this week, page 4).
 March 14.—Messrs. GLASIER & BONS, at the Mart, E.C., at 2 o'clock, Freehold Investments (see advertisement, Feb. 25, page 4).
 March 15.—Messrs. EDWIN FOX & BOURFIELD, at the Mart, E.C., at 2 o'clock, Leasehold Investments (see advertisement, March 4, page 315).
 March 17.—Messrs. BAKER & BONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, this week, p. 4).
 March 17.—A. G. MURRELL, Esq., at the Mart, E.C., at 2 o'clock, Freehold Properties (see advertisement, March 4, p. 315).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

FREEHOLD GROUND-RENTS Wanted, for a large fund; 27 to 28 years' purchase will be given for well-secured parcels; also Leasehold from 20 to 25 years' purchase.—Apply to Messrs. E. O. PARSON & Co., 4, Tokenhouse-buildings, Bank of England, London.

TRUST MONEYS.—To Solicitors, Trustees, and others who have Trust Moneys against first-class Securities, such as Freeholds and Leaseholds, in this country; please state amount offered and interest required, whether on freehold, leasehold or otherwise.—M. LAOS, Mortgage Broker, Broad-street-avenue, London, E.C.

SOLICITORS and Others will find excellent cheap Offices to be Let in Safe Deposit-buildings, Chancery-lane; accessible position, close to the Law Courts and Her Majesty's Patent Offices; electric light and hall porter; boy messenger boxes.—Apply Collector's Office, 63, Chancery-lane.

PINKERTON'S DETECTIVE OFFICE.—Female and Male Detectives.—Divorce.—Prompt, secret, and reliable evidence obtained; suspected persons watched; missing friends traced; trade inquiries made.—Chief Office, 1a, Duke-street, Strand; 32, Surrey-lane, Battersea, S.W. Telegrams, "Detexti, London."

TO INVALIDS.—A List of Medical Men in all Parts, willing to receive Resident Patients, giving full particulars and terms, sent gratis. The list includes Private Asylums, &c.—Address Mr. G. B. STOCKER, 8, Lancaster-place, Strand, W.C.

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To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

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SALES BY AUCTION FOR THE YEAR 1893.

MESSRS. DEBENHAM, TEWSON,

FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., March 14	Tues., May 16	Tues., Aug. 1
Tues., March 21	Tues., May 30	Tues., Aug. 8
Tues., March 28	Tues., June 6	Tues., Aug. 15
Tues., April 11	Tues., June 13	Tues., Aug. 22
Tues., April 18	Tues., June 20	Tues., Oct. 3
Tues., April 25	Tues., June 27	Tues., Oct. 17
Tues., May 2	Tues., July 4	Tues., Oct. 31
Tues., May 9	Tues., July 11	Tues., Nov. 14
	Tues., July 25	Tues., Dec. 5

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 90, Chancery-lane, London, E.C. Telephone No. 1,503.

Important Sale of Freehold Ground-rents on part of the Cadogan Estate, CHELSEA, and Freehold and Leasehold Investments in the CITY OF LONDON.

MESSRS. CHARLES & TUBBS will OFFER for SALE by PUBLIC AUCTION, at the MART, Tokenhouse-yard, City, on TUESDAY, MARCH 21, at TWO precisely (if not sold by private treaty), the following very valuable FREEHOLD and LEASEHOLD INVESTMENTS:—

A FREEHOLD GROUND-RENT of £600 per annum, arising out of a handsome block of residential property, known as Nos. 1 to 20, Cheyne-court, Chelsea; nearly all let, and of the estimated rack rental of £1,730 per annum.

A FREEHOLD GROUND-RENT of £325 per annum, arising out of a substantial and well-situated residential property, known as Nos. 61 to 70, Cheyne-court, Chelsea; nearly all let, and of the estimated rack rental value of £1,170 per annum.

A FREEHOLD GROUND-RENT of £350 per annum, arising out of a noble pile of buildings, known as Nos. 41 to 50, Cheyne-court, Chelsea, mostly occupied by a superior class of tenants, and of the estimated rack rental value of £1,230 per annum.

A FREEHOLD GROUND-RENT of £325 per annum, arising out of a well-built Residential Estate, known as Nos. 71 to 80, Cheyne-court, Chelsea, nearly all let, and of the estimated rack rental value of £1,120 per annum.

A FREEHOLD GROUND-RENT of £200 per annum, arising out of a handsome block of Residential Property, known as Nos. 51 to 60, Cheyne-court, Chelsea, mostly let to very respectable tenants, and of the estimated rack rental value of £1,140 per annum.

A LONG LEASEHOLD PROPERTY, known as 22, Barbican, E.C., close to Aldersgate-street Station, of the estimated rack rental value of £250 per annum. With Possession.

A FREEHOLD GROUND-RENT of £200 per annum, arising out of No. 25, Moor-lane, City, E.C., of the estimated rack rental value of £250 per annum.

(In conjunction with Messrs. BEAN, BURNETT, & ELDRIDGE.)

An IMPORTANT FREEHOLD PROPERTY, known as Nos. 49 and 50, Milton-street, E.C.; let on lease at a very low rental of £300 per annum.

Particulars, &c., may be obtained at the Mart; and at the Auctioneers' Offices, No. 1, Gresham-street, London.

MESSRS. ROBT. W. MANN & SON,

SURVEYORS, VALUERS, AUCTIONEERS, HOUSE AND ESTATE AGENTS, ROBT. W. MANN, F.S.I., THOMAS R. RAMSON, F.S.I., J. BAGSHAW MANN, F.S.I., W. H. MANN, 2, Lower Grosvenor-place, Eaton-square, S.W., and 22, Lowndes-street, Belgrave-square, S.W.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

EST. 1848.

THE GRESHAM LIFE ASSURANCE SOCIETY,

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